



NOTICE IS HEREBY GIVEN that a Regular meeting of the Board of Directors of the Eagle Valley Transportation Authority d/b/a Core Transit, Eagle County, Colorado, has been scheduled to take place in the Avon Council Chambers, 100 Mikaela Way, Avon, CO on Wednesday, February 12, 2025, beginning at 12:00 pm. The agenda for the meeting follows.

The Core Transit Board welcomes everyone to its meetings. A hybrid of an in-person meeting with an online Zoom platform is employed. Members of the public are invited to attend either in person or via Zoom. [Please click here to join the zoom meeting.](#)

## **BUSINESS MEETING AGENDA**

1. Call to Order – 12:00pm
2. Consideration of Changes to Agenda
3. Approval of Minutes and Financials
  - a. January 8, 2025, Regular Meeting Minutes
  - b. January 2025 financials will be presented at the March 2025 meeting
4. Board Comment
5. Public Comment – 12:05pm

*Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at [Board@coretransit.org](mailto:Board@coretransit.org).*

6. Presentations – 12:10pm

**a. Spring/Summer Schedule Expectations and Preview**

Dave Snyder will present a draft of the planned summer schedule for Board Comment.

## BUSINESS

7. Business – 12:45pm

**a. CORA Open Records Request Policy Resolution 2025-05**

Scott Robinson will present an updated Open Records Request Policy for Board approval.

**b. 2025 Eagle County Hazard Mitigation Plan Resolution 2025-06**

Tanya Allen and the Eagle County Emergency Management Team will present the Eagle County Hazard Mitigation Plan, which Core Transit participates in, for Board Adoption and Approval.

**c. Cashless Transition Plan Approval**

Tanya Allen will update the Board on preparation for the cashless transition and ask the board to approve a final transition date.

**d. CDOT Grant Contract Approval**

Tanya Allen will present CDOT grant contracts for 1 diesel bus and FY2025 FTA5311 Admin/Operating funds.

## STAFF REPORTS

8. Staff Reports – 1:40 pm

**a.** Administrative Division Report

**b.** Operations Report

## ADJOURNMENT

9. Adjournment – 2:00pm



**MINUTES OF THE  
EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a Core Transit  
BOARD OF DIRECTORS MEETING  
January 8, 2025**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on January 8, 2025, at 12:00 p.m. The meeting was held in person at the Avon Council Chambers located at 100 Mikaela Way, Town of Avon, Colorado, 81620, and on Zoom. Notice of the meeting was posted on January 3, 2025, and included agenda items, location, and time, as well as the teleconference information needed to participate in the public portion of the meeting. The Notice of Board of Directors Meeting dated January 3, 2025, and the certification of posting are attached hereto.

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**ATTENDANCE**

**Directors in Attendance:**

Director Dave Eickholt, Beaver Creek Metro District

Director Earle Bidez, Mayor, Town of Minturn

Director Jeanne McQueeney, Commissioner, Eagle County

Director Nick Sunday, Councilor, Town of Eagle

Director Garrett Alexander, Member of the Board of Trustees of the Town of Red Cliff

Director Rich Carroll, Councilor, Town of Avon

**Directors Absent:**

Director Barry Davis, Councilor, Town of Vail

**Attendance:**

Bryan Woods, Alternate Board Member, Town of Eagle

Ray Shei, Alternate Board Member, Beaver Creek Metro District

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Kevin Hyatt, Alternate Board Member, Town of Avon

Scott Robinson, Deputy Director, Core Transit

Tanya Allen, Executive Director, Core Transit

Dave Snyder, Director of Transportation, Core Transit

Dave Levy, Planning Manager, Core Transit

Amy Burford, Executive Assistant & Special Projects Coordinator, Core Transit

Tim McMahon, Community Member

**Attendance on Zoom:**

Aryn Schlichting, Director of People & Culture, Core Transit

Dayana Herr, Marketing, Communications & Customer Relations Manager, Core Transit

Kathryn Winn, Core Transit Legal Counsel, Attorney, Collins Cole Flynn Winn & Ulmer, PLLC

Jodi Doney, Terminal Operations Manager, EGE

Jordan Winters, Town of Vail

Carlos Molina, Community member

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**APPROVAL OF THE AGENDA**

Director McQueeney, who was conducting the meeting until the resolution confirming the new Board Chair was approved, introduced an addition to the agenda by addressing a letter of support request submitted to Executive Director Tanya Allen by the Town of Eagle. She noted that this letter has been endorsed by the Core Transit board

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in the past and Executive Director Allen will be signing it again on the Board's behalf.

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**APPROVAL OF MINUTES AND FINANCIAL STATEMENTS**

Director McQueeney presented the minutes, financial statements, and payables dated December 11, 2024, for approval. Director Sunday moved to approve the minutes, financial statements, and payables list. Director Alexander seconded the motion, which passed with a unanimous 6-0 vote.

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**BOARD COMMENT**

Director Sunday shared feedback from constituents indicating that bus ridership appears to have significantly increased compared to last winter. Director Eickholt expressed his appreciation for the recent Vail Daily article and suggested including a link to the bus schedule in future articles. Director Bidez acknowledged his appreciation for the public's participation and attendance at the board meetings.

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**PUBLIC COMMENT**

Tim McMahon from Avon mentioned that he found it difficult to locate the bus schedule on the website and suggested adding more routes to and from Minturn. He also raised concerns about language on the bus's destination sign potentially confusing riders and his experience with crowded buses.

Joanna Kerwin from Edwards praised the bus operators' skills and patience and suggested that the blue buses' keep their headlights on during dusk and dawn. She also requested the replacement of bus stop 205 in Edwards.

Executive Director Allen explained that a third-party contractor, unrelated to Core Transit, accidentally caused the damage while doing construction work nearby. Staff is working on

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replacing the bus stop and recognizes the importance of the shelter.

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**AGENDA ITEMS**

**6. Business**

**6.1 Annual Administrative Matters for 2025  
Admin Resolution 2025-01**

Executive Director Allen presented the annual administrative matters resolution 2025-01, confirming the elected officers: Chair, Earle Bidez; Vice-Chair, Nick Sunday; Secretary, Amy Burford; Treasurer, Scott Robinson; and Executive Director, Tanya Allen.

She also presented the Board members who will serve as Board representatives to other local boards, Barry Davis and Bryan Woods, and the 2025 Core Transit Board meeting schedule which included two evening meetings.

Director Sunday moved to approve the Annual Administrative Matters Resolution 2025-01. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

Following the approval of the Annual Administrative Matters Resolution 2025-01, Director Bidez officially assumed the role of Board Chair and took over conducting the meeting from Director McQueeney.

**6.2 Bank Account Signer Update and MBS  
Resolution 2025-02**

Deputy Director Scott Robinson presented the update to the authorized signers on Core Transit's financial accounts and MBS Resolution 2025-02. He explained that this involves removing former Core Transit Board Chair Amy Phillips as an account

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signer and replacing her with a current board member.

Director Alexander made a motion to approve bank account signer update and MBS Resolution 2025-02. Director Sunday seconded the motion, which passed with a unanimous 6-0 vote.

### **6.3 FY2024 Budget Amendment: Budget Resolution: 2025-03**

Deputy Director Robinson explained that the 2024 budget was created with the understanding that a budget amendment would be necessary to reflect changing conditions after the transition. He noted that there were no initial capital fund expenses but stated that the proposed budget resolution includes an amendment to accurately account for additional expenses incurred by the housing and capital funds.

Director Bidez opened the public budget amendment hearing. There were no public comments. Director Bidez closed the public budget amendment hearing.

Director Sunday made a motion to approve FY 2024 Budget Amendment: Budget Resolution 2025-03. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

### **6.4 GFI Farebox Retirement – Issues and Planned Approach**

Executive Director Allen shared that Core Transit is currently planning to retire the GFI Farebox system at the end of March and that the Masabi system will become the primary fare collection mechanism. She explained staff is currently working to identify those most impacted and are looking at examples from other agencies that have faced similar challenges. She noted that current

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efforts are focused on communicating with customers, exploring ways to ease the transitions, and identifying potential partners. She invited the Board to share their thoughts and input.

Director Alexander expressed concerns about eliminating cash payment options on the bus for riders in Leadville and Red Cliff. Executive Director Allen noted a benefit of the new smartcards is fare capping, allowing riders to pay per trip until they reach the cost of a monthly pass, after which no additional fares are charged for the month.

Discussion followed between the Board and staff about the best locations for riders to purchase or add value to their smartcards with cash, including the potential for vending machines. Executive Director Allen also explained that ECO Transit had already planned to move away from the GFI farebox to a modernized fare system due to the significant cost of the GFI farebox.

Director of Transportation Dave Snyder explained that bus operators are currently engaging with riders to inform them about the planned transition away from cash payments on the bus.

Director McQueeney inquired about the expected lifespan of the GFI system. Executive Director Allen explained that the farebox in vehicles is no longer being manufactured and the software is hosted on Eagle County servers. She noted that after March 31, Core Transit would need to transition to a new support system and sign a new contract with GFI which would incur significant costs. She also highlighted that the long-term vision is to move towards offering as much fare-free service as possible, provided Core Transit can secure the necessary revenue.

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Director Sunday suggested gradually transitioning riders by distributing smartcards early and implementing the change in phases.

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### **8. Staff Reports**

Deputy Director Robinson explained that Core Transit's organizational development consultant will be conducting an employee survey, with the results to be shared in aggregate form. He also mentioned that the new website project has officially started. Director of Transportation Snyder reported a 21% increase in ridership for December 2024 compared to December 2023. He explained that while accident totals began the year higher in 2024, they have been trending downward in the fourth quarter. He stated that this improvement is attributed to improvement in the training process, stability in the operator team, and strong accountability measures.

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### **ADJOURNMENT**

Director Bidez made a motion to adjourn the meeting at 1:00 pm. Director Eickholt seconded the motion which passed with a unanimous 6-0 vote.

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**To:** The Core Transit Board

**From:** Dave Snyder, Director of Transportation

**Meeting Date:** 02/12/2025

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**SUBJECT:** Spring/Summer Schedule Expectations and Preview

**RECOMMENDED ACTIONS:** Discussion only

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Operations and planning staff have been hard at work on the Spring/Summer schedule, launching April 14. Staff will be sharing updates with the Board.

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**Attachments:**

1. Summary of planned schedule adjustments
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# Core Transit Update – Summer Schedule Development

Route   Service	Summer 2025 Changes from Winter '24-25 Schedule
<b>Total summer schedule daily service hours</b>	<b>166 hours vs 179.50 hours for current winter schedule</b>
<b>Elimination of winter schedule BC/Vail Express</b>	<b>Restarts Winter '25-26</b>
<b>Highway 6 Westbound</b>	<b>Retention of early morning (1:05 a.m.) trip departure from VTC</b>
<b>Highway 6 Eastbound</b>	<b>Adjusted several morning times for better connections; added one morning trip and one midnight trip</b>
<b>Valley Eastbound</b>	<b>Added two Dotsero trips each day and eliminated two morning rush trips</b>
<b>Valley Westbound</b>	<b>Added one Dotsero trip each day – mid-day option</b>
<b>Expansion of Leadville route</b>	<b>Doubled frequency of trips each day</b>
<b>Expansion of Minturn route</b>	<b>Added five trips each day</b>

Input from Core VTC staff, Town of Avon and Town of Vail received as part of summer schedule preparation





**To:** The Core Transit Board  
**From:** Scott Robinson, Deputy Director

**Meeting Date:** 02/12/2025

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**SUBJECT:** CORA Open Records Request Policy

**RECOMMENDED ACTIONS:** Approve Resolution 2025-05: Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Request

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**Background**

In 2023, a CORA policy was approved when there was only one staff member handling public records requests. This updated policy aligns the organization with best practices and internal needs, including the designation of a custodian of records and revised fees. This policy ensures the Core Transit complies with CORA in all respects and meets statutory duties.

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**Attachments:**

1. Resolution 2025-05: Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Request
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**EAGLE VALLEY TRANSPORTATION AUTHORITY**

**RESOLUTION NO. 2025-05**

**RESOLUTION DESIGNATING THE  
OFFICIAL CUSTODIAN OF RECORDS AND ADOPTING A  
POLICY ON RESPONDING TO OPEN RECORDS REQUESTS**

WHEREAS, Eagle Valley Transportation Authority dba Core Transit (“Core Transit”) was created by voter authorization approving the Eagle Valley Transportation Authority Intergovernmental Agreement dated as of September 1, 2022, providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, pursuant to Section 43-4-604(3)(c), C.R.S., the Board of Directors of Core Transit (“Board”) has the power to make and pass orders and resolutions necessary for the government and management of the affairs of Core Transit and the execution of the powers vested in Core Transit; and

WHEREAS, the Board has determined that it is appropriate to designate an official custodian of Core Transit’s records for the protection of such records and in order to permit their inspection by persons entitled to examine and copy such records in an orderly fashion; and

WHEREAS, the Board has determined that it is appropriate to adopt a policy on responding to open records requests; and

WHEREAS, the Board fully supports, and complies with, all Federal and State laws relating to the retention, protection and disclosure of Core Transit records including, but not limited to, the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. (“CORA”); and

WHEREAS, it is the policy of Core Transit that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by law; and

WHEREAS, public records are defined by CORA as all writings made or maintained by Core Transit, regardless of the format or medium of the records, subject to certain exceptions and public records expressly include e-mail communications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Core Transit that:

1. Official Custodian.

(a) The Executive Assistant of Core Transit is hereby designated as the Official Custodian responsible for the maintenance, care and keeping of all records of Core Transit, except as provided herein.

(b) The Deputy Director of Core Transit is hereby designated as the Deputy Official Custodian to assume all responsibilities and powers of the Official Custodian in their absence.

(c) The Official Custodian shall have the authority to designate such other agents as they shall determine appropriate to perform any and all acts necessary to enforce and execute the provisions of this Resolution.

2. Policy on Responding to Open Records Requests. The following are general policies concerning the release of records:

(a) All public records of Core Transit shall be open for inspection at the times designated herein, unless prohibited by the provisions of CORA or policies adopted by the Board in conformance with CORA.

(b) Every request to inspect and/or copy any Core Transit record (a "Records Request") shall be submitted to the Official Custodian in writing and be specific as to the information desired. If not submitted to the Official Custodian, any Core Transit employee or Board Member that receives the Records Request shall immediately send the Records Request to the Official Custodian. To assist the Official Custodian in responding to requests in a timely and complete manner, the Official Custodian may require records requests to be submitted on a form developed by the Official Custodian.

(c) If any question arises as to the propriety of fully complying with a Records Request, the Official Custodian shall immediately forward it to Core Transit's legal counsel who shall determine Core Transit's obligations under the applicable Federal and/or State law(s).

(d) If Core Transit is permitted to make records available for inspection in whole or in part, Core Transit's legal counsel will so notify the Official Custodian, who will assemble the disclosable requested documents for inspection and/or copying in accordance with applicable Federal or State law. If Core Transit's legal counsel determines Core Transit is not permitted by Federal or State law to make records available for inspection in whole or in part, legal counsel shall provide a written response to the Official Custodian or the party submitting the Records Request stating the legal basis upon which the Records Request in whole or in part is being denied.

(e) Following the denial of a request for records, upon receipt of the required written notice from the requesting individual that he or she will seek relief from

the District Court, the Official Custodian will attempt to meet in-person or speak by telephone with the requesting individual. Core Transit personnel are encouraged to utilize all means to attempt to resolve the dispute during this time period and will provide a written summary of Core Transit's position at the end of that period to the requestor and to the Board. No phone or in-person conference is required if the written notice indicates that the requestor needs access to the record on an expedited basis.

(f) Pursuant to CORA, all records must be made available for inspection within three (3) working days from the Official Custodian's receipt of the request, unless extenuating circumstances exist. The deadline may be extended by seven (7) working days if extenuating circumstances exist and the requesting party is notified of the delay within three (3) working days of the Official Custodian's receipt of the request. The Official Custodian may set the time, which shall be during normal office hours, and the place for records to be inspected, and require that the Official Custodian or a delegated employee be present while the records are examined.

(g) Any public record that is stored in a digital format will be provided in a digital format. A public record stored in a digital format that is searchable will be provided in searchable format and a public record stored in sortable format will be provided in sortable format. A public record that is in a searchable or sortable format shall not be produced if:

(i) producing the record in the requested format would violate the terms of any copyright or licensing agreement between Core Transit and a third party;

(ii) producing the record would result in the release of a third party's proprietary information; or

(iii) after making reasonable inquiries:

(1) it is not technologically or practically feasible to permanently remove information that the custodian is required or allowed to withhold within the requested format;

(2) it is not technically or practically feasible to provide a copy of the record in a searchable or sortable format; or

(3) the Official Custodian would be required to purchase software or create additional programming or functionality in its existing software to remove the information required or allowed to be withheld.

(iv) A public record stored in digital format shall be provided in digital format by electronic mail, unless the size prevents email transmission, in which case they shall be transmitted by another method, as agreed on by the requesting individual and the Official Custodian.



(v) Altering an existing digital public record, or excising fields of information that the Official Custodian is either required or permitted to withhold under this subsection, does not constitute the creation of a new public record under Section 2(h)(iv) of this Resolution.

(h) The Official Custodian may charge the following fees (collectively, the “Fees”) for responding to a Records Request:

(i) Printouts, photographs, and copies, when requested, will be provided at a cost of twenty-five cents (\$0.25) per standard page, and at the actual costs of production for any non-standard page (the “Copying Fee”), except that no per-page fee will be charged for providing records in a digital or electronic format. A standard page shall mean an 8.5-inch by 11-inch black and white copy.

(ii) When it is impractical to make the copy, printout, or photograph of the requested record at the place where the record is kept, the Official Custodian may allow arrangements to be made for the copy, printout, or photograph to be made at other facilities and the cost of providing the requested records will be paid by the person making the request (the “Outside Copying Fee”).

(iii) If a copy, printout or photograph of a public record is necessary or requested to be provided in a format other than a standard page, the costs will be assessed at the actual cost of production (the “Production Fee”).

(iv) If data must be manipulated in order to generate a record in a form not otherwise used by Core Transit, such data manipulation will be assessed at the actual costs to Core Transit (the “Manipulation Fee”); however, Core Transit is in no way obligated to generate a record that is not otherwise kept, made, or maintained by Core Transit.

(v) The cost for transmitting the requested records will be charged at the actual cost of such delivery (the “Transmission Fee”). Transmission Fees will not be charged for transmitting any record via electronic mail, when requested.

(vi) When the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than one (1) hour of staff time, the Custodian may charge a research and retrieval fee not to exceed \$41.37 per hour, or the maximum amount allowed by the Executive Committee of the State Legislative Council, whichever is greater (the “Research and Retrieval Fee”). If an individual submits multiple open records requests in any five (5) working day period, the Official Custodian may aggregate such requests for purposes of calculating and charging the Research and Retrieval Fee, such that only one (1) hour of research and retrieval is provided without charge for all records requests submitted by the same individual within any such period.

(vii) If any requested records are protected by a privilege (for example, but not limited to, the work product or attorney-client privileges) Core Transit may charge the actual costs of creating a privilege log identifying the privileged records (the “Privilege Fee”). If legal assistance or review is necessary to create the privilege log, the Privilege Fee may include the actual costs for such legal assistance.

(i) Core Transit may require a deposit of one hundred percent (100%) of the estimated Fees prior to commencing work to produce the records. Payment of the deposit is required before the request is deemed complete so as to begin the time periods noted in subsection (f) of this section. All payments of Fees, including deposits, may be made via cash, check, credit card, debit card, or electronic payment. In the event the amount of the deposit exceeds the actual Fees, Core Transit shall refund the difference to the requestor upon inspection or production of the requested records, as applicable.

(j) No person shall be permitted to inspect or copy any records of Core Transit if, in the opinion of the Official Custodian after consultation with Core Transit’s legal counsel, such inspection or copying would come within the prohibition of one or more exemptions set forth in CORA.

(k) Except as required by Section 24-72-204(3.5)(g), C.R.S. and except when a requested record is confidential and accessible only on the basis that the requester is the person in interest, no form of identification shall be required to request or inspect public records.

3. Rescind Prior Policies. This Resolution supersedes all resolutions and policies previously adopted by the Board related to establishing an open records policy, which resolutions and policies are hereby rescinded and rendered null and void for all purposes.

4. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

5. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

[Signature Page Follows]

The foregoing Resolution was approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

EAGLE VALLEY TRANSPORTATION  
AUTHORITY

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Earle Bidez, Board Chair

ATTEST:

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Secretary



**To:** The Core Transit Board  
**From:** Tanya Allen, Executive Director

**Meeting Date:** 02/12/2025

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**SUBJECT:** Hazard Mitigation Plan

**RECOMMENDED ACTIONS:** Approve Resolution 2025-06 Adopting the Eagle County Hazard Mitigation Plan

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**Background**

Core Transit is adopting the 2025 Eagle County Hazard Mitigation Plan (HMP), developed in compliance with the Disaster Mitigation Act of 2000. The plan demonstrates a shared commitment to identifying hazards and vulnerabilities, while developing strategies to reduce risks and prevent future damage. This proactive approach enhances the ability of communities and organizations to manage and respond to both natural and human-caused hazards. By reducing risk, the HMP aims to minimize impacts on lives, operations, infrastructure, and the economy. Through the 2025 HMP planning process, Eagle County's communities and governmental entities are better prepared to handle and recover from disasters.

Local jurisdictions may qualify for pre-disaster and post-disaster mitigation funds by adopting a mitigation plan approved by the Federal Emergency Management Agency (FEMA). The 2025 HMP is a FEMA-approved plan that will allow Core Transit to be eligible for these programs.

Hazard Mitigation Plans are living documents and should be updated regularly to ensure effectiveness and reflect changes in hazard events, priorities, and mitigation actions. The Executive Director and Deputy



Director will be responsible for reviewing and updating this participant profile outside of the five-year update. Eagle Valley Transportation Authority d/b/a Core Transit will review the plan bi-annually and the public will be notified through public board meetings.

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**Attachments:**

1. Resolution 2025-06
  2. EVTA Profile from 2025 Eagle County Hazard Mitigation Plan Appendix
  3. 2025 Eagle County Hazard Mitigation Plan
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**RESOLUTION NUMBER 2025-06**

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring jurisdictions to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, a Multi-Jurisdictional Hazard Mitigation Plan was prepared by Eagle County, CO, with assistance from JEO Consulting Group, Inc.

**WHEREAS**, the purpose of the mitigation plan was to lessen the effects of disasters by increasing the disaster resistance of the county and participating jurisdictions located within the planning area by identifying the hazards that affect Eagle Valley Transportation Authority d/b/a Core Transit and prioritize mitigation actions and strategies to reduce potential loss of life and property damage from those hazards, and

**WHEREAS**, FEMA regulations require documentation that the plan has been formally adopted by the governing body of Eagle Vally Transportation Authority d/b/a Core Transit in the form of a resolution and further requesting approval of the plan at the Federal Level; and

**NOW, THEREFORE**, the governing body of Eagle Vally Transportation Authority d/b/a Core Transit in does herewith adopt the most recent and FEMA approved version of the Eagle County Hazard Mitigation Plan 2025 in its entirety; and

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Earle Bidez, Chair

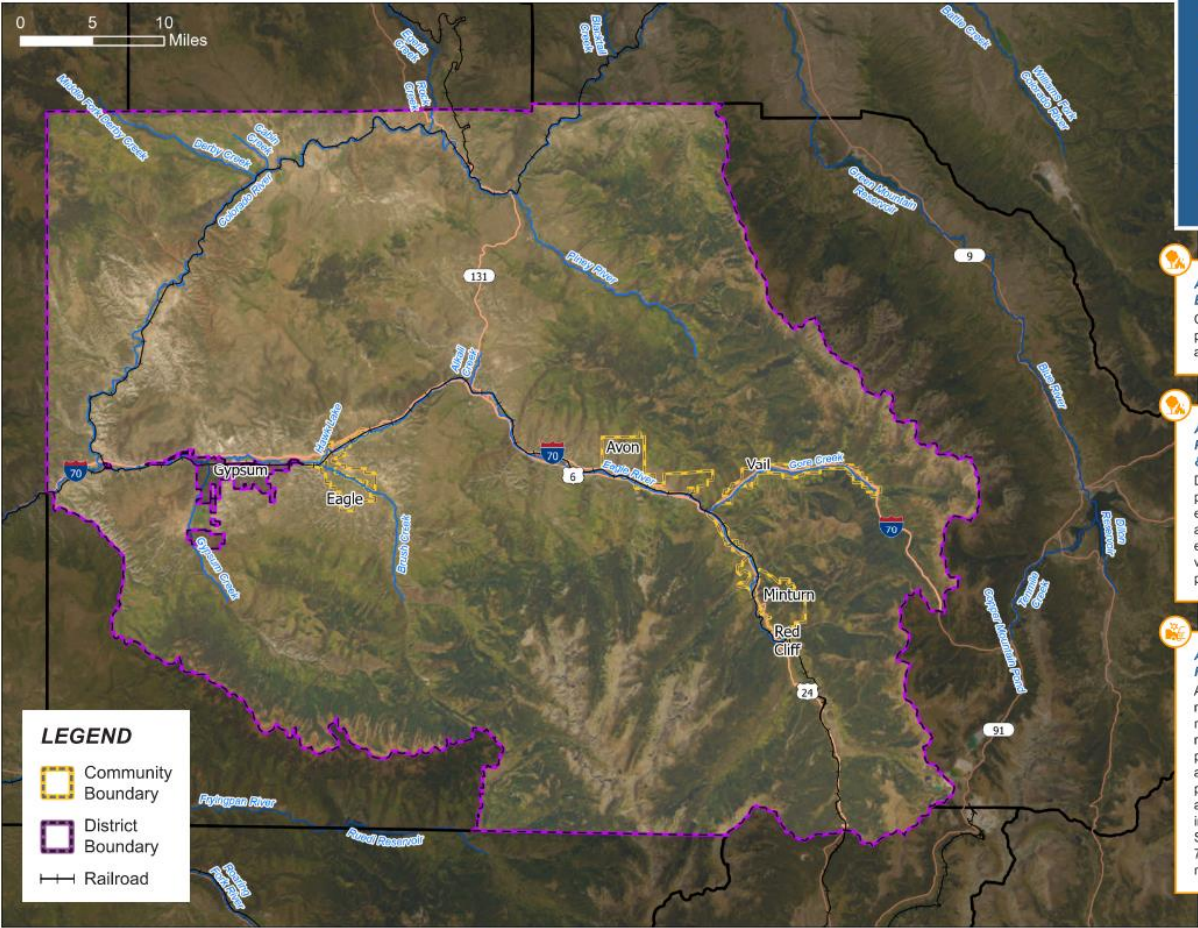
ATTEST:

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Amy Burford, Secretary

# Eagle Valley Transportation Authority Profile

## Eagle Valley Transportation Authority

EAGLE COUNTY HAZARD MITIGATION PLAN 2025



**PRIORITIZED HAZARDS**

- Landslides
- Severe Winter Weather
- Transportation Incidents
- Wildfire

**ACTION: Evacuation Plans**  
 Create location specific evacuation plans for high-risk and high-need areas.

**ACTION: Protocols for Emergency Worker & Transit Movement**  
 Develop standard operating procedures outlining general emergency response protocols and specific protocols to ensure emergency workers and transit vehicles deployed for emergency purposes can move freely.

**ACTION: Roadway Improvements**  
 Assist other entities in making roadway improvements that mitigate safety hazards, improve redundancy in the system, and provide emergency access to and from Interstate 70. Possible projects include 1) Creation of an additional Interstate 70 interchange in the Eagle/Gypsum area. 2) Safety improvements at Interstate 70 at Dowd Junction. 3) Rockfall mitigation on Highway 24.

## Local Planning Team

### Local Planning Team

Name	Title	Jurisdiction	Round 1 Meeting	Round 2 Meeting
Tanya Allen	Executive Director	Eagle Valley Transportation Authority	Attended, Materials Development	Attended, Materials Development

### Plan Maintenance

Hazard Mitigation Plans are living documents and should be updated regularly to ensure effectiveness and reflect changes in hazard events, priorities, and mitigation actions. These updates are encouraged to occur after every major disaster event, alongside planning document updates, before the hazard mitigation assistance grant cycle begins, and/or prior to other funding opportunity cycles beginning.

The Executive Director and Deputy Director will be responsible for reviewing and updating this participant profile outside of the five-year update. Eagle Valley Transportation Authority will review the plan bi-annually and the public will be notified through public board meetings.

## Capability Assessment

Eagle Valley Transportation Authority (EVTA) is empowered to plan, finance, implement, and operate a comprehensive regional transportation system, including operating services and investing in infrastructure. The EVTA’s goal is to improve transit service, increase ridership and efficiency across the valley’s existing transit agencies, provide affordable or free transit to the valley’s visitors and employee base, strengthen the connection between the valley’s different communities, and advance local climate action goals by reducing car trips and increasing the use of low or zero emission public transportation.

The planning team assessed EVTA’s hazard mitigation capabilities by reviewing planning and regulatory capabilities, administrative and technical capabilities, fiscal capabilities, and education and outreach capabilities.

### Capability Assessment

Capability Mechanism	Yes/No
Comprehensive Plan	No
Capital Improvements Plan	No
Economic Development Plan	No
Emergency Operations Plan	No
Floodplain Management Plan	No
Stormwater Management Plan	No
Zoning Ordinance	No
Subdivision Regulation/Ordinance	No
Floodplain Ordinance	No
Building Codes	No
Source Water Protection Plan	No
Water System Emergency Response Plan	No
National Flood Insurance Program	No
Community Rating System	No



Capability Mechanism	Yes/No
Community Wildfire Protection Plan	No
Other (if any)	-
Planning Commission	No
Floodplain Administration	No
Geographic Information System Capabilities	Yes
Chief Building Official	No
Civil Engineering	No
Grant Manager	No
Mutual Aid Agreement	No
Other (if any)	-
1- & 6-Year Plan	No
Applied for Grants in the Past	No
Awarded a Grant in the Past	No
Authority to Levy Taxes for Specific Purposes such as Mitigation Projects	No
Gas/Electric/Water/Sewer Service Fees	No
Storm Water Service Fees	No
Development Impact Fees	No
General Obligation Revenue or Special Tax Bonds	No
Other (if any)	-
Local Citizen Groups or Non-Profit Organizations Focused on Environmental Protection, Emergency Preparedness, Access and Functional Needs Populations, etc.	No
Ongoing Public Education or Information Program (e.g., Responsible Water Use, Fire Safety, Household Preparedness, Environmental Education)	No
Natural Disaster or Safety Related School Programs	No
StormReady Certification	No
Firewise Communities Certification	No
Tree City USA	No
Other (if any)	-

**Overall Capability**

Overall Capability	Limited/Moderate/High
Financial Resources to Implement Mitigation Projects	Moderate
Staff/Expertise to Implement Projects	Limited
Public Support to Implement Projects	Limited
Time to Devote to Hazard Mitigation	Limited
Ability to Expand and Improve the Identified Capabilities to Achieve Mitigation	Moderate

Despite limited staff expertise, public support and time, Eagle Valley Transportation Authority will seek out opportunities for additional training, funding mechanisms (including grants), and opportunities to engage with the public to garner more support and implement mitigation actions.

The authority will also look for opportunities to partner with other agencies/organizations to help share time and resources for mitigation.

### **Evacuation and Access**

The authority service area faces several challenges related to evacuation and access. There is limited redundancy of major roadways (I-70 and Highway 6) due to geographic features. Issues with rockfall on Highway 24 to Leadville. Frequent crashes/closures of Interstate 70 at or near pinch points such as Dowd Junction. Vail Pass or Glenwood Canyon closures often back up traffic on Interstate 70 and limit movement along the interstate and Highway 6.

### **Plans and Studies**

The authority does not yet have organizational planning documents. The EVTA will begin its 10-year planning process in early 2024. When the EVTA creates planning mechanisms, the local planning team will review the hazard mitigation plan for opportunities to incorporate the goals and objectives, risk and vulnerability data, and mitigation actions into the documents.

### **Future Development Trends**

The EVTA was formed by seven jurisdictions in Eagle County after voters approved an intergovernmental agreement placed on the ballot in November of 2022 and a new sales tax to be levied by the new organization. The seven jurisdictions are Eagle County, Beaver Creek Metropolitan, and the Towns of Avon, Vail, Eagle, Minturn, and Red Cliff. The authority is expected to assume responsibility for operating the regional transit system from Eagle County. This transfer is expected to take place in 2024.

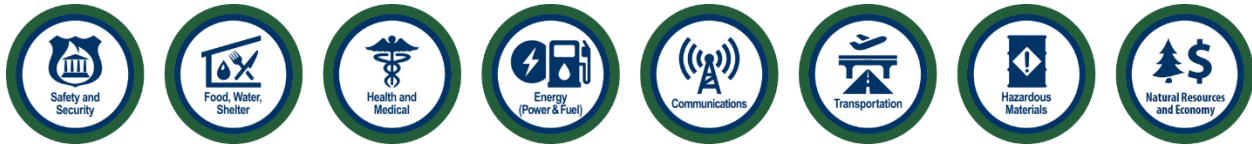
The Authority currently has one employee but will grow to between 75-100 by the end of 2024 when it assumes responsibility for transit operations from Eagle County. This will include the transfer of personnel, vehicles, and transit-related equipment from one entity to the other and the dissolution of the county's transit department. Operations will continue out of the existing Eagle County, Town of Avon, and Town of Vail facilities under intergovernmental agreements. Staff, equipment, and service levels will likely grow approximately 30% over existing levels for the next 5-10 years.

Assuming the transit operations from Eagle County will increase the authority's risk and vulnerability to all hazards discussed in this plan. This is because all of the hazards could impact local roadways and traffic flow. Eagle Valley Transportation Authority does not collect demographic information of their population, nor does the U.S. Census Bureau recognize transit authorities as a distinct unit. As a result, future population trends are not able to be analyzed. For general population trends, see the Eagle County, Town of Avon, Town of Eagle, Town of Minturn, Town of Red Cliff, and Town of Vail profiles.

### **Community Lifelines**

As listed in the following table, each participating jurisdiction identified infrastructure critical to community lifelines that is vital for disaster response and essential for returning the jurisdiction's functions to normal during and after a disaster per the FEMA Community Lifelines guidance. Eagle County's community lifelines include Safety and Security; Food, Water, and Shelter; Health and Medical; Energy; Communication; Transportation; Hazardous Materials; and Natural Resources and the Economy.

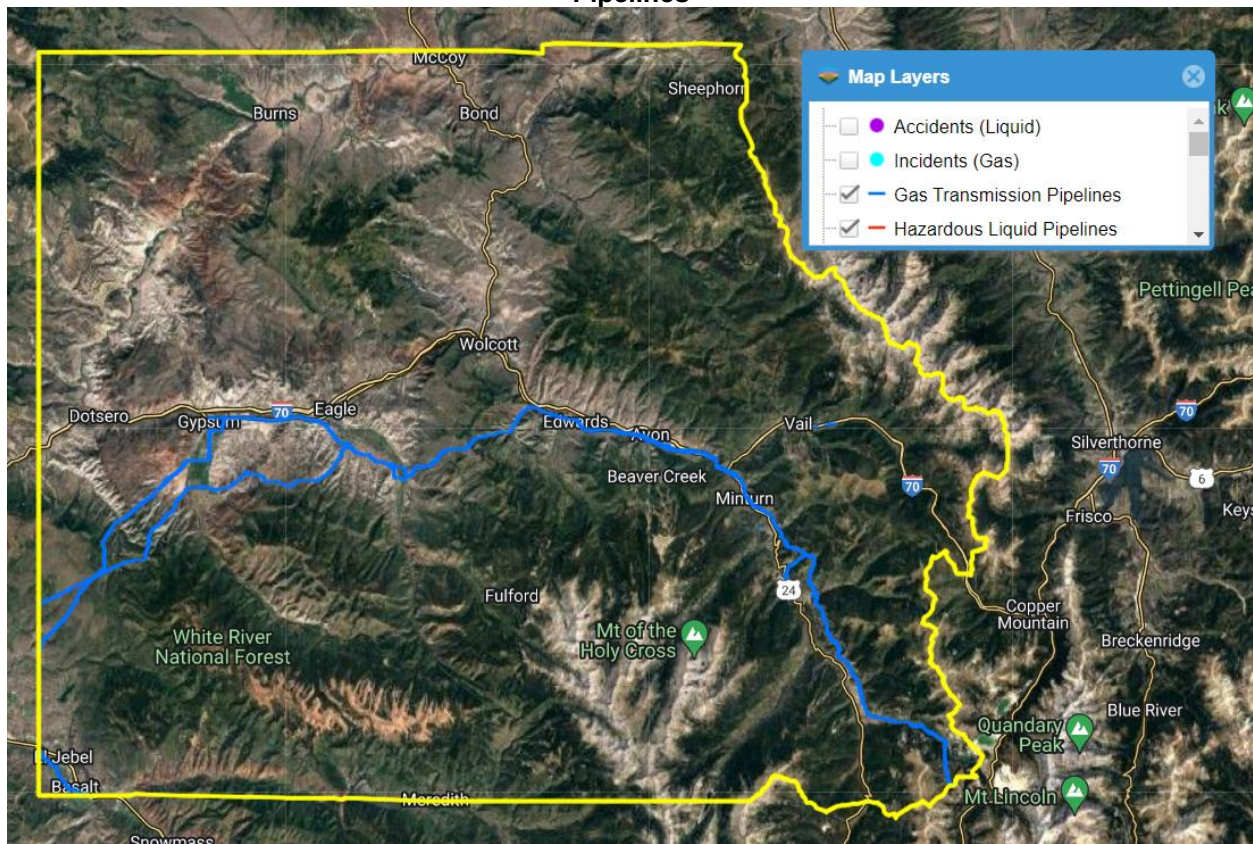
Section Eight | Eagle Valley Transportation Authority Profile



**Infrastructure Critical to Eagle Valley Transportation Authority Community Lifelines**

Name	Community Lifeline Type	Generator (Y/N)	Floodplain (Y/N)
Avon Swift Gulch Maintenance	Transportation	No	No
Eagle County Maintenance Service Center	Transportation	Yes	No
Vail Transportation Center	Transportation	No	No
Highways & Interstate	Transportation	N/A	N/A

**Pipelines**



Source: National Pipeline Mapping System<sup>15</sup>

15 National Pipeline Mapping System. 2023. "Public Viewer". <https://pvnpmns.phmsa.dot.gov/PublicViewer/>.

**Authority Owned Asset Vulnerability and Impacts**

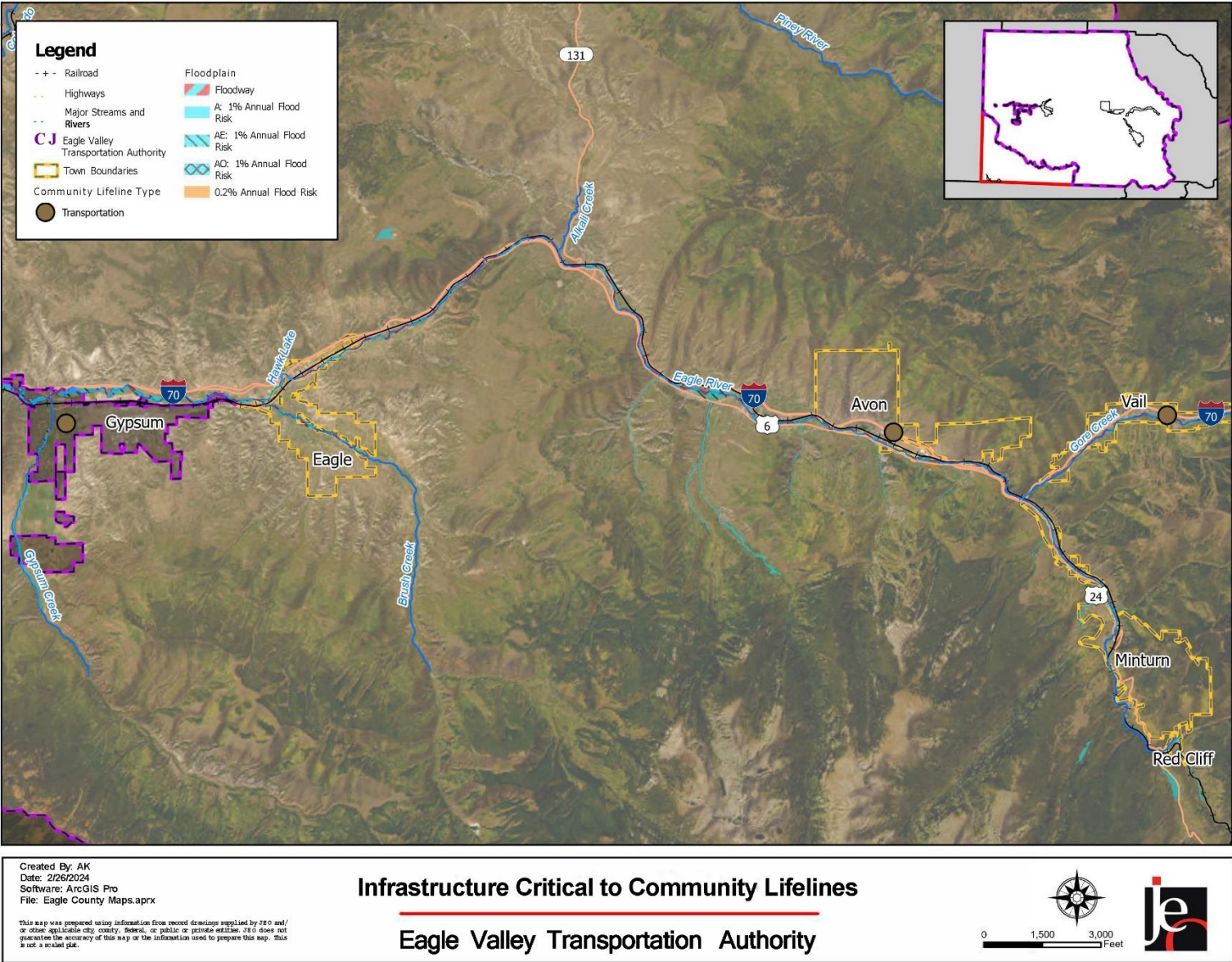
**Asset Vulnerability and Impacts – Hazards 1 of 2**

<b>Asset</b>	<b>Avalanche</b>	<b>Drought</b>	<b>Floods</b>	<b>Intentional Attack</b>	<b>Landslides</b>
<b>Avon Swift Gulch Maintenance</b>	None: Not located in a known avalanche area.	None: Drought is not anticipated to impact the building.	None: Not located in a floodplain or area with past flooding issues.	No specific vulnerabilities. Impacts include building damage, content damage, and loss of services.	Elevated vulnerability due to location near steep slopes. Impacts include building damage.
<b>Eagle County Maintenance Service Center</b>	None: Not located in a known avalanche area.	None: Drought is not anticipated to impact the building.	None: Not located in a floodplain or area with past flooding issues.	No specific vulnerabilities. Impacts include building damage, content damage, and loss of services.	None: Not located in a known landslide area.
<b>Vail Transportation Center</b>	None: Not located in a known avalanche area.	None: Drought is not anticipated to impact the building.	None: Not located in a floodplain or area with past flooding issues.	No specific vulnerabilities. Impacts include building damage, content damage, and loss of services.	None: Not located in a known landslide area.

**Asset Vulnerability and Impacts – Hazards 2 of 2**

<b>Asset</b>	<b>Lightning</b>	<b>Severe Wind</b>	<b>Severe Winter Weather</b>	<b>Transportation Incidents</b>	<b>Wildfire</b>
<b>Avon Swift Gulch Maintenance</b>	No specific vulnerabilities. Impacts include building damage, power loss, and loss of services.	No specific vulnerabilities. Impacts include building damage, power loss, and loss of services.	No specific vulnerabilities. Impacts include building damage, power loss, and loss of services.	Elevated vulnerability due to location near I-70. Impacts include evacuation and loss of services from a chemical spill.	Elevated vulnerability due to location near wildland vegetation. Impacts include building damage, contents damage, and loss of services.
<b>Eagle County Maintenance Service Center</b>	No specific vulnerabilities. Impacts include building damage.	No specific vulnerabilities. Impacts include building damage.	No specific vulnerabilities. Impacts include building damage.	None: Not located near a major transportation route.	No specific vulnerabilities. Impacts include building damage, contents damage, and loss of services.
<b>Vail Transportation Center</b>	No specific vulnerabilities. Impacts include building damage, power loss, and loss of services.	No specific vulnerabilities. Impacts include building damage, power loss, and loss of services.	No specific vulnerabilities. Impacts include building damage, power loss, and loss of services.	Elevated vulnerability due to location near I-70. Impacts include evacuation and loss of services from a chemical spill.	No specific vulnerabilities. Impacts include building damage, contents damage, and loss of services.

Infrastructure Critical to Community Lifelines Map



## Hazard Prioritization and Mitigation Strategy

The Eagle County Hazard Mitigation Plan evaluates a range of natural and human-caused hazards which pose a risk to the county, communities, and other participants. However, during the planning process, the local planning team identified specific hazards of top concern for Eagle Valley Transportation Authority which required a more nuanced and in-depth discussion of past significant local events, potential impacts, capabilities, and vulnerabilities. The following section expands on the hazards of top concern identified by Eagle Valley Transportation Authority. Based on this analysis, the local planning team determined their vulnerability to all other hazards to be of low concern. For a review, analysis, and full list of historical hazard events, please see *Section Five: Risk Assessment Summary* and *Appendix A: Full Risk Assessment*.

### Transportation Incidents / Landslides / Severe Winter Weather / Wildfire

Accidents at key access points in/out of the service area or along areas with limited roadway redundancy limit the ability to move people effectively. Small disruptions can create cascading issues that last an entire day. Severe events such as landslides, winter weather, and wildfires close roadways that impede the ability to move within the service area. Landslides have an increased likelihood on Highway 24 to Leadville and Dowd Junction. In addition to moving buses, employees critical to system operation may not be able to arrive at their duty stations. In the future physical improvements to roadways are needed to increase redundancy and create space for critical worker movement. Protocols can also be made to allow for emergency workers or transit movement. Evacuation plans are also needed in many areas.

### New Mitigation and Strategic Actions

Action	Evacuation Plans
<b>Description</b>	Create location specific evacuation plans for high-risk and high-need areas.
<b>Hazard(s) Addressed</b>	All Hazards
<b>Estimated Cost</b>	Staff Time
<b>Local Funding</b>	Staff Time (Operational Budget)
<b>Timeline</b>	1 Year
<b>Priority</b>	High
<b>Lead Agency</b>	Executive Director (Lead), CDOT (Support), Sheriff's Office (Support)
<b>Status</b>	Not Started

Action	Protocols for Emergency Worker & Transit Movement
<b>Description</b>	Develop standard operating procedures outlining general emergency response protocols and specific protocols to ensure emergency workers and transit vehicles deployed for emergency purposes can move freely.
<b>Hazard(s) Addressed</b>	All Hazards
<b>Estimated Cost</b>	Staff Time
<b>Local Funding</b>	Operational Fund, Staff Time (Operational Budget)
<b>Timeline</b>	1 Year
<b>Priority</b>	High
<b>Lead Agency</b>	Executive Director (Lead), CDOT (Support), Eagle County (Support), Sheriff's Department (Support)
<b>Status</b>	Not Started

Section Eight | Eagle Valley Transportation Authority Profile

Action	Public Education and Outreach
<b>Description &amp; Location</b>	Educate staff, residents, and visitors on their risks to all hazards that could impact the community, how to get information and emergency notifications, mitigation actions that can be taken, and preparedness actions to keep themselves safe. Keeping residents, staff, and visitors informed about hazards that could impact the community and opportunities for mitigating risks can help protect public health, safety, and welfare. Coordinate with Eagle County and other project partners on outreach and education projects and materials. Eagle Valley Transportation Authority will amplify and expand on education and outreach strategies created by Eagle County. Outreach and education may include but is not limited to booths at local events, social media posts, flyers, mailings, and in person updates for the local governing body. These activities will occur at a minimum on an annual basis.
<b>Hazard(s) Addressed</b>	All Hazards
<b>Estimated Cost</b>	\$1,000+, Staff Time
<b>Local Funding</b>	Operational Budget, Staff Time (Operational Budget)
<b>Timeline</b>	5+ Years
<b>Priority</b>	Low
<b>Lead Agency</b>	Eagle County (Lead), Executive Director (Support), Eagle County (Support)
<b>Status</b>	Not Started

Action	Roadway Improvements
<b>Description</b>	Assist other entities in making roadway improvements that mitigate safety hazards, improve redundancy in the system, and provide emergency access to and from Interstate 70. Possible projects include 1) Creation of an additional Interstate 70 interchange in the Eagle/Gypsum area. 2) Safety improvements at Interstate 70 at Dowd Junction. 3) Rockfall mitigation on Highway 24.
<b>Hazard(s) Addressed</b>	All Hazards
<b>Estimated Cost</b>	\$50,000,000+
<b>Local Funding</b>	Roads Budget
<b>Timeline</b>	5+ Years
<b>Priority</b>	High
<b>Lead Agency</b>	Executive Director (Lead), CDOT (Support), Eagle County (Support), Town of Eagle (Support), Town of Gypsum (Support)
<b>Status</b>	Initial Planning Stage





**Eagle County**

**Hazard Mitigation  
Plan 2025**

Prepared by:



JEO CONSULTING GROUP



# Eagle County Planning Team

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*Matthew West	Mitigation Planning Supervisor	Colorado Division of Homeland Security and Emergency Management

*\*Served in an advisory or consultant role.*

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Eagle Valley Library District  
Eagle Valley Transportation Authority  
Greater Eagle Fire Protection District  
Gypsum Fire Protection District  
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Roaring Fork Fire Rescue Authority  
Vail Recreation District

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*\*Participated in the Pitkin County Hazard Mitigation Plan<sup>1</sup>*

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<sup>1</sup> Pitkin County. April 2023. "Pitkin County Hazard Mitigation Plan". <https://pitkincounty.com/DocumentCenter/View/31286/Pitkin-County-Hazard-Mitigation-Plan-2023>.

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# Section One: Introduction

## Hazard Mitigation Planning

Hazard mitigation planning is a process in which hazards are identified and profiled; people and facilities at-risk are identified and assessed for threats and potential vulnerabilities; and strategies and mitigation measures are identified. Hazard mitigation planning increases the ability of communities and other governmental entities to effectively function in the face of natural disasters. The goal of the process is to reduce risk and vulnerability, in order to lessen impacts on life, the economy, and infrastructure.



FEMA definition of  
Hazard Mitigation

“Any sustained action taken to reduce or eliminate the long-term risk to human life and property from [natural] hazards.”

Severe weather and hazardous events are occurring more frequently in our daily lives. Pursuing mitigation strategies reduces risk and is socially and economically responsible to prevent long-term risks from natural and human-caused hazard events.

Hazards, such as severe winter weather, avalanche, severe wind, intentional attacks, landslides, floods, lightning, and wildfires are part of the world around us. These hazard events can occur as a part of normal operation or because of human error. All jurisdictions participating in this planning process are vulnerable to a wide range of hazards that threaten the safety of residents and have the potential to damage or destroy both public and private property, cause environmental degradation, or disrupt the local economy and overall quality of life.

This plan is an update to the Eagle County Hazard Mitigation Plan approved in 2019. The plan update was developed in compliance with the requirements of the Disaster Mitigation Act of 2000 (DMA 2000). By preparing this plan, Eagle County has demonstrated a commitment to reducing risks from hazards and to helping decision makers establish mitigation activities and resources.

## Hazard Mitigation Assistance

On June 1, 2009, FEMA initiated the Hazard Mitigation Assistance program integration, which aligned certain policies and timelines of the various mitigation programs. These Hazard Mitigation Assistance programs present a critical opportunity to minimize the risk to individuals and property from hazards while simultaneously reducing the reliance on federal disaster funds.



**Mitigation** is the cornerstone of emergency management. Mitigation focuses on breaking the cycle of disaster damage, reconstruction, and repeated damage. Mitigation lessens the impact disasters have on people's lives and property through damage prevention, appropriate development standards, and affordable flood insurance. Through measures such as avoiding building in damage-prone areas, stringent building codes, and floodplain management regulations, the impact on lives and communities is lessened.

- FEMA Mitigation Directorate

Each Hazard Mitigation Assistance program was authorized by separate legislative actions, and as such, each program differs slightly in scope and intent.

- **Hazard Mitigation Grant Program:** To qualify for post-disaster mitigation funds, local jurisdictions must adopt a mitigation plan that is approved by FEMA. Hazard Mitigation Grant Program provides funds to states, territories, Indian tribal governments, local governments, and eligible private non-profits following a presidential disaster declaration. The DMA 2000 authorizes up to seven percent of Hazard Mitigation Grant Program funds available to a state after a disaster to be used for the development or update of state, tribal, and local mitigation plans.
- **Flood Mitigation Assistance:** This program provides grant funds to implement projects such as acquisition or elevation of flood-prone homes. Jurisdictions must be participating communities in the National Flood Insurance Program to qualify for this grant. The goal of Flood Mitigation Assistance is to reduce or eliminate claims under the National Flood Insurance Program.
- **Building Resilient Infrastructure and Communities:** This program replaced the Pre-Disaster Mitigation Program beginning in 2020 and provides funds on an annual allocation basis to local jurisdictions for implementing programs and projects to improve resiliency and local capacity before disaster events.
- **Pre-Disaster Mitigation:** The Pre-Disaster Mitigation grant program makes federal funds available to state, local, tribal, and territorial governments to implement measures designed to reduce the risk to individuals and property from future natural hazards. The Consolidated Appropriations Act of 2023 authorizes funding for 100 projects with total funds of \$233,043,782 in 2023.
- **Fire Mitigation Assistance Grants:** Section 404 of the Stafford Act allows FEMA to provide Hazard Mitigation Grant Program grants to any area that received a Fire Management Assistance Grant declaration even if no major Presidential declaration was made. Fire Mitigation Assistance Grants aids communities in implementing long-term mitigation measures after a wildfire event.

For more information about these grant programs and other funding opportunities to help implement identified mitigation actions see [Appendix E: Hazard Mitigation Project Funding Guidebook](#).

## Summary of Changes

The hazard mitigation planning process goes through changes during each plan update to best accommodate the planning area and specific conditions. Changes from the 2019 Hazard Mitigation Plan and planning process in this update included: an updated plan layout, greater efforts to reach and include stakeholder groups, greater effort to include all taxing authorities as participants; a more in-depth funding guidebook; and changes to meet updated FEMA hazard mitigation plan policies. The plan was also updated to reflect changing priorities for each participating jurisdiction. Prioritized hazards of concern were identified by each local planning team along with a review of mitigation actions. Each local planning team reviewed the mitigation actions from 2019 and updated the timeline, priority (high, medium, low), and status. Local planning teams were also able to add new mitigation actions to better fit any changing priorities and concerns. The 2019 Eagle County Hazard Mitigation Plan Review Tool was reviewed for possible changes to incorporate into this plan update and were addressed where applicable. These changes are described in the table below.

**Table 1: 2019 Plan Comments and Revisions**

Comment/Revision from 2019 Review Tool	Location of Revision	Summary of Changes
Consider utilizing GIS data of hazards, people, and structures during the annual review process to simplify the exposure and vulnerability update in the next plan.	Participant Profile, <a href="#">Appendix A: Full Risk Assessment</a>	GIS data and maps were added and included throughout the plan when data was available.

## Goals and Objectives

The potential for disaster losses and the probability of occurrence of natural and human-caused hazards present a significant concern for the jurisdictions participating in this plan. The driving motivation behind this hazard mitigation plan is to reduce vulnerability and the likelihood of impacts to the health, safety, and welfare of all citizens in the planning area. To this end, the Eagle County Planning Team reviewed and approved goals which helped guide the process of identifying both broad-based and jurisdictional-specific mitigation strategies and projects that will, if implemented, reduce their vulnerability, and help build stronger, more resilient communities.

Goals from the 2019 hazard mitigation plan were reviewed, and the Eagle County Planning Team agreed that they are still relevant and applicable for this plan update. The updated goals and objectives for this plan update are as follows.

### **Goal 1: Protect Life, Property, and the Environment by Reducing the Impact of Natural and Human-Caused Hazards in Eagle County**

#### Objectives

- A. Enhance assessment of multi-hazard risk to life, property, and the environment to identify areas within Eagle County that are at particular risk from catastrophic loss due to wildfires, floods, avalanches, and other hazards.
- B. Develop and implement action plans to reduce potential loss of life, property, critical infrastructure, and valued resources while protecting the safety of the public and emergency responders.
- C. Provide framework for implementation and management of mitigation actions identified by this plan.
- D. Increase public education and awareness of hazards and risk reduction measures.

## Goal 2: Minimize Economic Losses and Speed Recovery and Redevelopment Following Future Disaster Events

### Objectives

- A. Strengthen disaster resiliency of governments, businesses, and community members.
- B. Promote and conduct continuity of operations and continuity of governance planning.
- C. Reduce financial exposure of the county, municipal governments, and fire protection districts.

## Goal 3: Implement the Mitigation Actions Identified in this Plan

### Objectives

- A. Engage collaborative partners, community organizations, businesses, and others.
- B. Commit to hazard mitigation principles and integrate mitigation activities into existing and new community plans and policies.
- C. Comply with federal and state legislation and guidance for local hazard mitigation planning.
- D. Proactively prepare to minimize secondary hazards associated with expected events.
- E. Monitor, evaluate, and update the mitigation plan on an annual basis and modify plans, as necessary.

## Participating Jurisdictions

Jurisdictions that participated in the Eagle County Hazard Mitigation Plan are listed in the table below. These jurisdictions met all the requirements for participation by attending required meetings, assisting in data collection, identifying mitigation actions, reviewing plan drafts, and either adopting the plan by resolution or planning to adopt the plan by resolution.

**Table 2: Participating Jurisdictions**

Participating Jurisdictions	
Eagle County	Eagle County Paramedic Services
Town of Avon	Eagle County School District
Town of Basalt*	Eagle River Fire Protection District
Town of Eagle	Eagle River Water & Sanitation District
Town of Gypsum	Eagle Vail Metropolitan District
Town of Minturn	Eagle Valley Library District
Town of Red Cliff	Eagle Valley Transportation Authority
Town of Vail	Greater Eagle Fire Protection District
Basalt Library District	Gypsum Fire Protection District
Basalt Sanitation District	Mountain Recreation Metropolitan District
Berry Creek Metro District	Roaring Fork Fire Rescue Authority
Cordillera Metro District	Vail Recreation District

\*Participates in the Pitkin County Hazard Mitigation Plan<sup>2</sup>

<sup>2</sup> Pitkin County. April 2023. "Pitkin County Hazard Mitigation Plan". <https://pitkincounty.com/DocumentCenter/View/31286/Pitkin-County-Hazard-Mitigation-Plan-2023>.

# Section Two: How to Use This Hazard Mitigation Plan

## Introduction

This hazard mitigation plan was developed for anyone that lives, works, owns a business, owns land, or visits Eagle County. Different sections of the plan will be helpful to different people. This section is designed to help guide readers to the most relevant information.

## How to Use This Document

### Jurisdiction that Participated in the Plan

I am a governing official from a participating jurisdiction and want to learn more about the hazards that could impact my jurisdiction, identify strategies to reduce vulnerability to those hazards, how to secure funding for those strategies, and how to keep the plan up to date. I would review:

- **Section Three Planning Area Overview and [Appendix C Planning Area Profile](#):** To learn about demographics, at-risk populations, housing, employment, economics, social vulnerability, rural capacity index, state and federal areas, and historical sites.
- **Section Five Risk Assessment Summary and [Appendix A Full Risk Assessment](#):** To learn about the hazards that could impact Eagle County, where those hazards are likely to occur, how often they are likely to occur, the possible extent of the hazards, how climate change will impact the hazards, and countywide vulnerabilities.
- **Section Six Plan Implementation and Maintenance and [Appendix F Guide to Review and Update the Hazard Mitigation Plan](#):** To learn about plan maintenance and how to update your participant section.
- **Section Eight Plan Participant Profiles:** To learn jurisdictional specific information about Eagle County, local communities, and other local jurisdictions. Each participant section contains information about prioritized hazards, infrastructure critical to community lifelines, and mitigation strategies.
- **[Appendix E Hazard Mitigation Funding Guidebook](#):** To learn about various federal, state, and other funding sources to help pay for identified mitigation strategies.

### Resident, Landowner, Visitor, or Business

I am a resident, landowner, visitor, or business and want to learn about Eagle County/my community, protecting my family, home, and property from natural and human-caused hazards. I would review:

- **Section Three Planning Area Overview and [Appendix C Planning Area Profile](#):** To learn about demographics, at-risk populations, housing, employment, economics, social vulnerability, rural capacity index, state and federal areas, and historical sites.

- **Section Five Risk Assessment Summary and [Appendix A Full Risk Assessment](#):** To learn about the hazards that could impact Eagle County, where those hazards are likely to occur, how often they are likely to occur, the possible extent of the hazards, how climate change will impact the hazards, and countywide vulnerabilities.
- **Section Seven Plan Implementation and Maintenance:** To learn jurisdictional specific information about Eagle County, local communities, and other local jurisdictions. Each participant section contains information about prioritized hazards, infrastructure critical to community lifelines, and mitigation strategies.

### State or Federal Agency

I am with a state or federal agency and want to learn more about the planning process, hazard risks, and mitigation strategies across all jurisdictions in Eagle County. I would review:

- **Section One Introduction:** To learn about the goals and objectives of the Eagle County Hazard Mitigation Plan.
- **Section Three Planning Area Overview and [Appendix C Planning Area Profile](#):** To learn about demographics, at-risk populations, housing, employment, economics, social vulnerability, rural capacity index, state and federal areas, and historical sites.
- **Section Four Planning Process Summary and [Appendix B Planning Process Documentation](#):** To learn about the planning process, who attended meetings, and who was invited to participate.
- **Section Five Risk Assessment Summary and [Appendix A Full Risk Assessment](#):** To learn about the hazards that could impact Eagle County, where those hazards are likely to occur, how often they are likely to occur, the possible extent of the hazards, how climate change will impact the hazards, and countywide vulnerabilities.
- **[Appendix D Mitigation Strategy](#):** To learn about the mitigation strategies identified by each participating jurisdiction.

# Section Three: Planning Area Overview

## Introduction

To identify jurisdictional vulnerabilities, it is vitally important to understand the people and built environment of the planning area. The following section provides a summary of Eagle County’s characteristics. A more detailed profile broken down by community is covered in [Appendix C: Planning Area Profile](#), including demographics, at-risk populations, employment, economics, and housing.

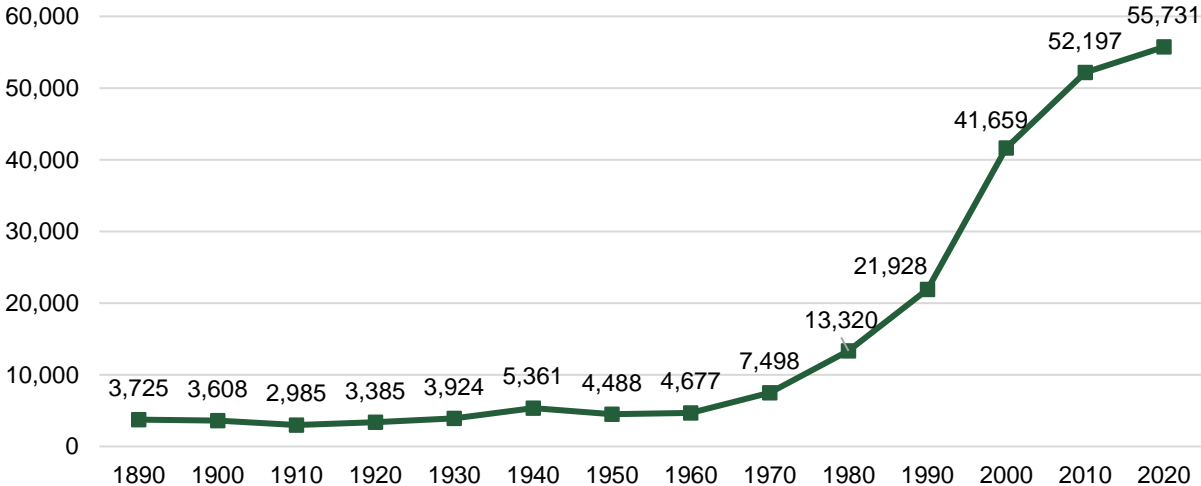
## Location and Geography

Eagle County is located in the Rocky Mountains of northwestern Colorado. The county covers 1,692 square miles and elevation ranges from 6,128 feet to 14,011 feet above sea level. The White River National Forest covers a large portion of the eastern and southern portions of the county. There are seven incorporated communities in Eagle County: Town of Avon, Town of Basalt, Town of Eagle, Town of Gypsum, Town of Minturn, Town of Red Cliff, and the Town of Vail. Major transportation routes include Interstate 70, U.S. Highway 6, U.S. Highway 24, State Highway 82, and State Highway 131. Major waterways in the district include the Colorado River, Eagle River, Piney River, Gypsum Creek, Brush Creek, Derby Creek, Rock Creek, Alkali Creek, and Gore Creek. Figure 2 shows Eagle County, incorporated communities, major transportation routes, major waterways, and location within the state.

## Demographics

The U.S. Census Bureau collects specific demographic information for Eagle County. The estimated population of the planning area is 55,731.<sup>3</sup>

Figure 1: County Population, 1890-2020



Source: U.S. Census Bureau<sup>4</sup>

3 United States Census Bureau. “2020 Census Bureau Decennial Census: P1: Race.” <https://data.census.gov/>.  
4 United States Census Bureau. “2020 Census Bureau Decennial Census: P1: Race.” <https://data.census.gov/>.

Figure 2: Eagle County Planning Area

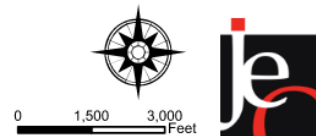


Created By: KD  
 Edited By: AK  
 Date: 11/7/2023  
 Software: ArcGIS Pro  
 File: Eagle County Maps.aprx

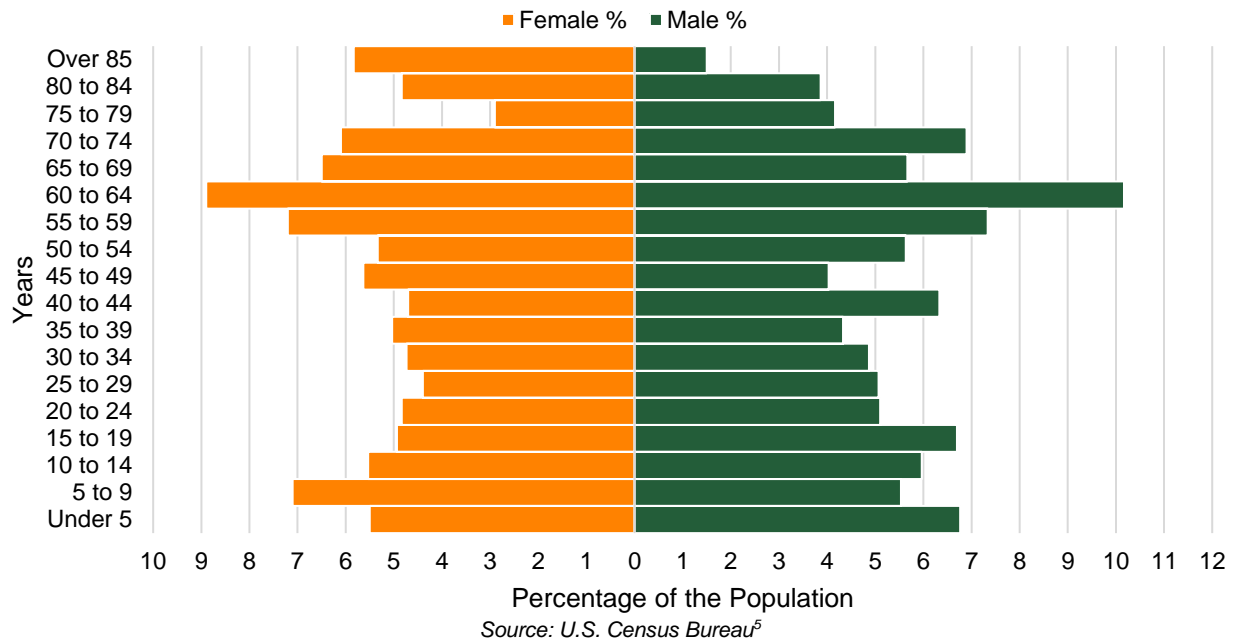
This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plan.

# Eagle County

## Eagle County Hazard Mitigation Plan 2025



**Figure 3: Population by Age Cohort and Sex (2020)**



Community and regional vulnerability are impacted by growing or declining populations. Areas growing quickly may lack resources to provide services for all residents in a reasonable timeframe including snow removal, emergency storm shelters, repairs to damaged infrastructure, or even tracking the location of vulnerable populations. Eagle County has displayed large population growth since 1970. However, growth has slowed in 2010 and 2020. Additional population information broken down by community can be found in [Appendix C: Planning Area Profile](#).

In general, certain populations may have increased vulnerability due to difficulty with medical issues, extremes in age, and communication issues due to language barriers. Several at-risk populations have been identified in Eagle County. These include:

- Schools
- Care Facilities
- Populations That Speak English as a Second Language
- Racial Minorities

The tables on the next page list the at-risk populations in Eagle County. For additional information about at-risk populations see [Appendix C: Planning Area Profile](#).

**Table 3: School Inventory**

School District	Total Enrollment (2022-2023)	Teachers (2022-2023)
Eagle County School District	6,623	532

Source: Colorado Department of Education<sup>6,7</sup>

5 United States Census Bureau. "2020 Census Bureau Decennial Census: P1: Race." <https://data.census.gov/>.

6 Colorado Department of Education. September 2023. "PK-12 Membership Trend by District." <https://www.cde.state.co.us/cdereval/pupilcurrent>.

7 Colorado Department of Education. September 2023. "Count of Teachers by District, Ethnicity and Gender." <https://www.cde.state.co.us/cdereval/pupilcurrent>.



**Table 4: County Inventory of Care Facilities**

Hospitals	Adult Care Homes	Assisted Living Homes
1	1	1

Source: Colorado Department of Public Health and Environment<sup>8</sup>

**Table 5: County & State ESL and Poverty At-Risk Populations**

Jurisdiction	Percent That Speaks English as Second Language
Eagle County	25.8%
State of Colorado	16.3%

Source: U.S. Census Bureau<sup>9</sup>

**Table 6: County Racial Composition Trends**

Race	2010	2010	2021	2021	% Change
	Number	% of Total	Number	% of Total	
White, Not Hispanic	43,428	83.2%	45,334	81.4%	-1.8%
Black	365	0.7%	501	0.9%	0.2%
American Indian and Alaskan Native	365	0.7%	56	0.1%	-0.6%
Asian	522	1.0%	779	1.4%	0.4%
Native Hawaiian and Other Pacific Islander	0	0.0%	56	0.1%	0.1%
Other Races	6,421	12.3%	2,061	3.7%	-8.6%
Two or More Races	1,096	2.1%	6,906	12.4%	10.3%
<b>Total Population</b>	<b>52,197</b>	<b>-</b>	<b>55,694</b>	<b>-</b>	<b>-</b>

Source: U.S. Census Bureau<sup>10,11</sup>

## Housing

The U.S. Census Bureau provides information related to housing units and potential areas of vulnerability. Potentially vulnerable housing characteristics include vacant housing, rental properties, mobile homes, older housing, those with no internet, and homes with no vehicles available. The tables below show vulnerable housing characteristics in Eagle County. Additional housing information broken down by community can be found in [Appendix C: Planning Area Profile](#).

**Table 7: County Housing Characteristics**

Jurisdiction	Occupied Housing Units	Vacant Housing Units	Owner Occupied Housing Units	Renter Occupied Housing Units
Eagle County	19,511 (59.8%)	13,100 (40.2%)	13,884 (71.2%)	5,627 (28.8%)

Source: U.S. Census Bureau<sup>12</sup>

8 Colorado Department of Public Health and Environment. 2023. "Regulated Health Facilities". <https://cdphe.colorado.gov/find-and-compare-facilities>.

9 United States Census Bureau. "2021 Census Bureau American Community Survey: S1601: Language Spoken at Home." <https://data.census.gov/>.

10 United States Census Bureau. "2010 Census Redistricting Data (Public Law 94-171): P1: Race." [https://data.census.gov](https://data.census.gov/).

11 United States Census Bureau. "2021 Census Bureau American Community Survey: DP05: ACS Demographic and Housing Estimates." <https://data.census.gov/>.

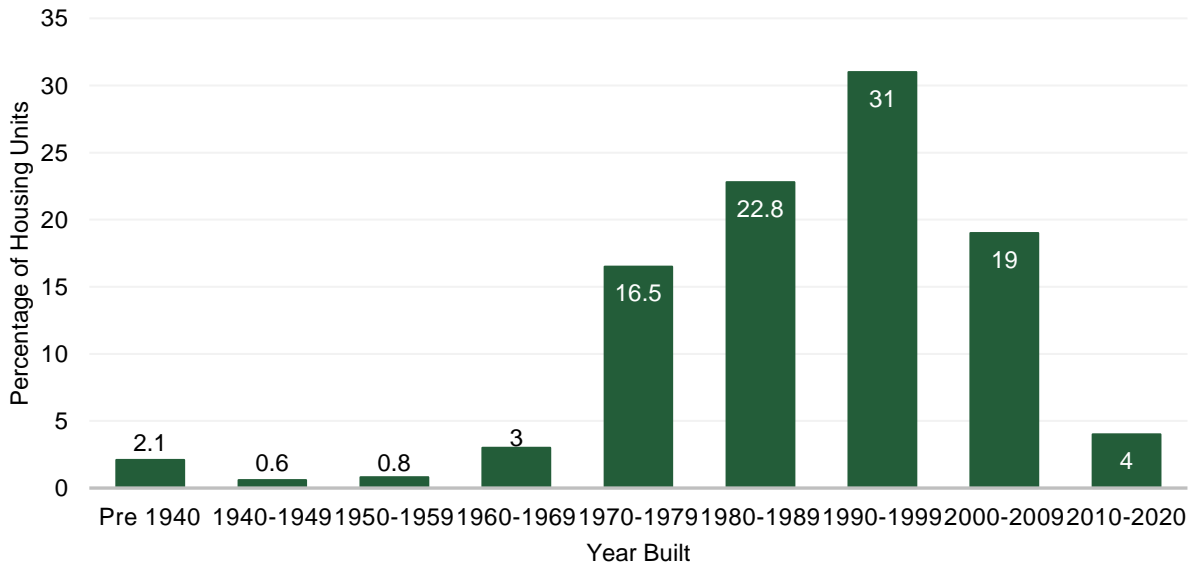
12 United States Census Bureau. "2021 Census Bureau American Community Survey: DP04: Selected Housing Characteristics." <https://data.census.gov/>.

**Table 8: Vulnerable County & State Housing Characteristics**

Housing Characteristics	Eagle County	State of Colorado
Occupied Housing Units	19,511 (59.8%)	2,227,932 (90.8%)
Lacking Complete Plumbing Facilities	0.1%	0.3%
Lacking Complete Kitchen Facilities	0.5%	0.7%
No Telephone Service Available	1.0%	1.0%
Broadband Internet Subscription	95.1%	90.9%
No Vehicles Available	3.4%	5.0%
Mobile Homes	5.9%	3.8%

Source: U.S. Census Bureau<sup>13,14</sup>

**Figure 4: Housing Age in Eagle County**



Source: U.S. Census Bureau<sup>15</sup>

### Housing Crisis

Eagle County is a highly desirable area to visit and live in, with premier ski resorts and abundant public land for recreation. However, the cost of housing in Eagle County has increased dramatically over the last decade because of low interest rates on secondary properties and increases in short-term rental properties. The lack of available and affordable workforce housing has caused many employers to have unfilled positions. Those working in Eagle County often have to pay high rents, work multiple jobs, or commute into the county from other areas.<sup>16</sup>

13 United States Census Bureau. "2021 Census Bureau American Community Survey: DP04: Selected Housing Characteristics." <https://data.census.gov/>.

14 United States Census Bureau. "2021 Census Bureau American Community Survey: DP02: Selected Social Characteristics in the United States." <https://data.census.gov/>.

15 United States Census Bureau. "2021 Census Bureau American Community Survey: DP04: Selected Housing Characteristics". <https://data.census.gov/>.

16 Eagle County. December 2023. "Eagle County Community Wildfire Protection Plan". [https://csfs.colostate.edu/wp-content/uploads/2023/12/Community\\_Wildfire\\_Protection\\_Plan-ECFinal.pdf](https://csfs.colostate.edu/wp-content/uploads/2023/12/Community_Wildfire_Protection_Plan-ECFinal.pdf).

## Employment and Economics

The U.S. Census Bureau provides information related to employment and economic indicators. Low-income populations and the unemployed may be more vulnerable to certain hazards like flooding and severe winter weather. Additional employment and economic information broken down by community can be found in [Appendix C: Planning Area Profile](#).

**Table 9: Vulnerable Employment & Economic Characteristics**

Employment and Economic Characteristics	Eagle County	State of Colorado
Percent of People Living Below the Poverty Line	9.2%	9.6%
Median Household Income	\$91,338	\$80,184
Unemployment Rate	3.9%	4.6%

Source: U.S. Census Bureau<sup>17</sup>

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17 United States Census Bureau. "2021 Census Bureau American Community Survey: DP03: Selected Economic Characteristics." <https://data.census.gov/>.

# Section Four: Planning Process Summary

## Introduction

The process utilized to develop a hazard mitigation plan is often as important as the final planning document. For this planning process, Eagle County adapted the four-step hazard mitigation planning process outlined by FEMA to fit the needs of the participating jurisdictions. The following pages give a summary of the planning process that took place during the plan update.

### FEMA Planning Process Requirements

**Requirement §201.6(b):** Planning process. An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

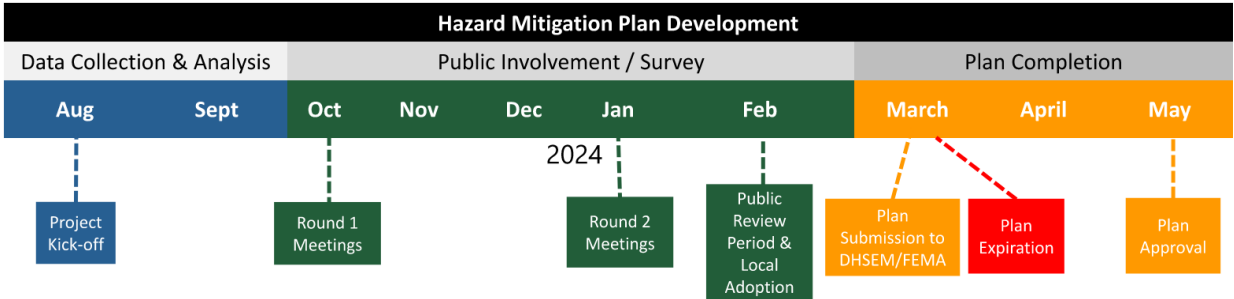
- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and non-profit interests to be involved in the planning process; and
- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

**Requirement §201.6(c)(1):** The plan shall document the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

## Plan Update Process

Once Eagle County was awarded a FEMA grant for their hazard mitigation plan update, JEO Consulting Group, Inc. was contracted to assist, guide, and facilitate the planning process and plan assembly. To start the project, a meeting was held between Eagle County staff and JEO Consulting Group, Inc. to discuss the planning process and a general schedule for the plan update (Figure 5).

Figure 5: Project Timeline



To be a participant in the development of this plan update, jurisdictions were required to have, at a minimum, one representative present at the Round 1 or Round 2 meetings, view meeting recordings, or attend a follow-up meeting with either JEO Consulting Group, Inc., or Eagle County.

### **Round 1 Meetings: Hazard Identification & Plan Integration**

The intent of the Round 1 Meeting was to familiarize jurisdictional representatives (i.e., the local planning teams), stakeholders, and the public with the plan update process, expected actions for the coming months, the responsibilities of being a participant, and to collect preliminary information to update the plan. After the meeting, the attendees conducted risk and vulnerability assessments based on local capabilities, previous occurrences of hazards, and potential exposure. In addition, local planning team members evaluated potential integration of the hazard mitigation plan alongside other local planning mechanisms.

The Round 1 Meeting was held as a hybrid meeting where participants, stakeholders, and the public could either join in-person or online via Google Meets. The meeting was held on Monday October 2, 2023, at the Eagle County Building Emergency Operations Center from 10:00am to 11:30am. Virtual and in-person sign-in sheets can be found in [Appendix B: Planning Process Documentation](#).

### **Round 2 Meetings: Mitigation Strategies, National Flood Insurance Program, & Plan Maintenance**

Round 2 information was designed to identify and prioritize new mitigation measures, update previous mitigation actions from the 2019 hazard mitigation plan, update National Flood Insurance Program information, and identify when the plan would be reviewed and by whom. Attendees were also asked to review the information collected from the Round 1 meeting related to their jurisdiction through this planning process for accuracy.

The Round 2 Meeting was held as a hybrid meeting where participants, stakeholders, and the public could either join in-person or online via Google Meets. The meeting was held on Wednesday January 17, 2024, at the Eagle County Building Emergency Operations Center from 10:30am to 11:30am. Virtual and in-person sign-in sheets can be found in [Appendix B: Planning Process Documentation](#).

### **Public Review**

Once the hazard mitigation plan draft was completed, a public review period was opened to allow local planning teams and community members at large to review the plan, provide comments, and request changes. The public review period was open from February 28, 2024, through March 13, 2024. Participating jurisdictions were emailed a notification of this public review period. A link to the draft plan was also made available on the county's website ([https://www.eaglecounty.us/departments\\_services/emergency\\_management/emergency\\_plans.php](https://www.eaglecounty.us/departments_services/emergency_management/emergency_plans.php)) and a Facebook post was made to the Eagle County Public Information Office page. Jurisdictions and the public could provide comments via phone call or email. A review of the comments and who they were from can be found in [Appendix B: Planning Process Documentation](#). All changes and comments were reviewed and incorporated into the plan as applicable.

### **Plan Adoption**

Based on FEMA requirements, this multi-jurisdictional hazard mitigation plan must be formally adopted by each participant through approval of a resolution. This approval will create individual ownership of the plan by each participant. Formal adoption provides evidence of a participant's

full commitment to implement the plan's goals, objectives, and action items. A copy of the resolution draft provided to participating jurisdictions is located in [Appendix B: Planning Process Documentation](#) along with any copies of adoption resolutions that have already been received.

#### **FEMA Plan Adoption Requirement**

**Requirement §201.6(c)(5):** For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

### **Stakeholder and Public Involvement**

To notify and engage the public in the planning process, a wide range of stakeholder groups, State of Colorado agencies, neighboring jurisdictions, and the general public were contacted and encouraged to participate in the plan update. Lists of the notified stakeholders, agencies, and neighboring jurisdictions can be found in [Appendix B: Planning Process Documentation](#).

The Eagle County Planning Team was asked to identify any underserved communities or vulnerable populations in the planning area not already identified, so they could have the opportunity to be involved in the planning process. The planning team identified individuals and families where Spanish is the primary language spoken. To include this group, the public survey was made available in Spanish, and the project website was also made available in Spanish.

#### **Stakeholder Groups**

There were 37 stakeholder groups that were identified and emailed invitations to participate in the planning process by attending meetings. Climax Molybdenum, Vail Mountain School, Stone Creek Charter School, Arrowhead Metro District, Lake Creek Metro District, Reudi Shores Metro District, Timber Springs Metro, Holland Creek Metro District, Red Sky Ranch Metro District, Two Rivers Metro District, Bachelor Gulch Metro District, and Buckhorn Valley Metro District attended meetings. Vail Mountain School returned information about their prioritized hazards of concern. Those hazards and reasons they were selected as a prioritized hazard are given below.

- **Avalanche:** Vail Mountain School is concerned with avalanches because they threaten backcountry school programming and experiential education, risk of injury to students and staff, blocked transportation routes, and damage to the school building.
- **Drought:** Direct impacts on the school are unlikely, however, drought can have a large impact on the local ski and recreation economy. This can have a trickle-down effect on the school budget and student population. Drought also increases the likelihood of wildfires.
- **Landslides:** Vail Mountain School is concerned with landslides because of the risk of injury to students and staff, blocked transportation routes, disruption of services, and damage to the school building.
- **Severe Winter Weather:** Vail Mountain School is concerned with severe winter weather's ability to cause injuries, blocked transportation routes, and disruption of services. The school is often interrupted when severe weather closes Interstate 70.
- **Wildfire:** Vail Mountain School is concerned with a wildfire impacting families causing them to leave the area. Wildfire could also damage the school and cause a long-term disruption in operations and school programming.

### **Vulnerable Populations**

Through discussions with Eagle County Emergency Management, those who primarily speak Spanish, were identified as a potential vulnerable population in the county. Targeted outreach to this population included a project announcement on the county website in Spanish and the public survey available in Spanish. The Spanish Public Survey was posted on the Eagle County Public Safety Information and Eagle County Emergency Management website, the Family Resource Center Facebook page, the Mi Salud and Mi Charco Facebook pages, and a WhatsApp group of 166 Spanish speakers in Eagle County. Copies of the postings can be found in [Appendix B: Planning Process Documentation](#). Survey results from the Spanish survey were added to the overall public survey responses and given to Eagle County Emergency Management.

### **State of Colorado Agencies**

To comply with the additional State of Colorado plan requirements various state agencies were contacted and emailed invitations to participate in the planning process by attending meetings or reviewing the draft plan. Representatives from Colorado Department of Transportation, Colorado Department of Natural Resources, and Colorado Division of Homeland Security and Emergency Management attended the public meetings.

### **Neighboring Jurisdictions**

Neighboring jurisdictions were notified and invited to participate in the planning process by attending meetings. A representative from Summit County and the City of Leadville attended the Round 1 Meeting. No comments or revisions were received from any neighboring jurisdictions.

### **Public Survey**

The general public was encouraged to participate in the planning process through a public survey that was available online and by hard copy in both English and Spanish. The survey was shared with the public using the county's website, social media posts, and direct contacts. Copies of the survey along with outreach documentation can be found in [Appendix B: Planning Process Documentation](#). The purpose of the survey was to collect specific concerns related to hazards and projects the public have a vested interest in. It was available beginning after the Round 1 meeting and closed a week prior to the Round 2 meeting. In total there were 92 responses to the survey from members of the public with a majority (40/92) coming from the Town of Gypsum.

Results of the public survey were shared with participating jurisdictions during the Round 2 meeting. These results helped influence hazard prioritization and mitigation actions selected by local planning teams. The public survey could also be used by participating jurisdictions to determine needed capabilities and future outreach preferences.

The most commonly experienced hazard events for residents included wildfire, severe winter weather, and lightning. This was similar to the ranked level of concern for hazard events, with one major difference, drought. The top hazards of concern included: wildfire, drought, and severe winter weather. Wildfire fuels reduction and early warning systems were the most popular mitigation projects of importance for the public. The full results of the public survey can be found in [Appendix B: Planning Process Documentation](#).

# Section Five: Risk Assessment Summary

## Introduction

The ultimate purpose of this hazard mitigation plan is to minimize the loss of life and property across Eagle County due to natural and human-caused hazards. The basis for the planning process is the county and local risk assessment. This section contains a summary of potential hazards, county vulnerabilities and exposures, probability of future occurrences, and potential impacts and losses. By conducting a county and local risk assessment, participating jurisdictions can develop specific strategies to address areas of concern identified through this process. This section is meant to provide a summary of the risk assessment for Eagle County. The full risk assessment can be found in [Appendix A: Full Risk Assessment](#).

## Hazard Identification

The identification of relevant hazards for Eagle County began with a review of the Colorado Enhanced State Hazard Mitigation Plan 2023-2028. The Eagle County Planning Team reviewed, discussed, and determined the list of hazards to be profiled in this hazard mitigation plan update. It was decided that the hazards addressed in the 2019 Hazard Mitigation Plan were still applicable and would be used for this plan update. Two hazards were added to the plan: intentional attack and transportation incidents. The hazards for which a risk assessment was completed are listed below.

**Table 10: Hazards Addressed in the Plan**

Hazards Addressed in the Plan		
Avalanche	Landslides	Transportation Incidents
Drought	Lightning	Wildfire
Floods	Severe Wind	
Intentional Attack	Severe Winter Weather	

Hazards identified in the Colorado Enhanced State Hazard Mitigation Plan 2023 - 2028 that were not identified in the Eagle County Hazard Mitigation Plan update include the following list.<sup>18</sup>

- Animal Disease Outbreak
- Earthquake
- Erosion / Deposition
- Expansive Soils
- Extreme Heat
- Ground Subsidence
- Hail
- Pandemic
- Pest Infestation
- Tornado

18 Colorado Division of Homeland Security & Emergency Management. 2023. "Colorado Enhanced State Hazard Mitigation Plan 2023-2028". <https://drive.google.com/file/d/1MPL0Oiy-yZDIMziTvYkR12s35FzG-G8/view>.



These hazards were reviewed by Eagle County and the participating jurisdictions and were chosen to not be included in this plan due to a variety of reasons. Specific reasons for omission are discussed by hazard below.

### Animal Disease Outbreak

Animal agriculture is not a large portion of Eagle County's local economy. In the 2022 Census of Agriculture, the county ranks 47 out of 63 Colorado counties in livestock products sold. Eagle County and the local planning teams felt that this hazard was of very low concern and did not need to be profiled in the hazard mitigation plan.

### Earthquake

Earthquakes were not profiled in this plan due to minimal historical incidents and low magnitudes. According to the U.S. Geological Survey, there have been eight earthquakes in Eagle County since 1900.<sup>19</sup> These earthquakes had an average magnitude of 2.3 on the Richter Scale with the largest being 3.4. Earthquakes at this magnitude have no potential damage.<sup>20</sup>

### Erosion / Deposition

Erosion and deposition can come from several sources including water, wind, waves, or moving ice. The most common way this occurs in Colorado is water and wind. As outlined in the Colorado Enhanced State Hazard Mitigation Plan 2023-2028, wind deposits for Eagle County are low at between 6.3%-17.9%.<sup>21</sup> Erosion and deposition from water is addressed in the Floods risk assessment of this plan. Erosion / Deposition is not specifically profiled in this hazard mitigation plan because of these reasons.

### Expansive Soils

Expansive soils are not profiled in this plan due to several reasons. In the Colorado Enhanced State Hazard Mitigation Plan 2023-2028, the amount of Eagle County land covered by expansive soils is low at between 1%-8.28%.<sup>22</sup> In discussion with the planning team, there have been no notable past events or damages from expansive soils.

### Extreme Heat

Due to the high elevation of Eagle County, extreme heat is not a concern for the planning team. Historical temperature data shows average highs in the summer between 70°F and 80°F.<sup>23</sup> Average monthly high temperature has only been over 80°F three times since 1895. Because of this, extreme heat has not been profiled in this plan.

### Ground Subsidence

Ground subsidence risk for Eagle County is low according to the planning team. According to the Colorado Enhanced State Hazard Mitigation Plan 2023-2028, the percentage of ground subsidence areas in the county is between 9.87% and 28.6%.<sup>24</sup> While there has been a history of

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19 U.S. Geological Survey. 2024. "Earthquake Catalog". <https://earthquake.usgs.gov/earthquakes/search/>.

20 U.S. Geological Survey. 2024. "Earthquake Magnitude, Energy Release, and Shaking Intensity". <https://www.usgs.gov/programs/earthquake-hazards/earthquake-magnitude-energy-release-and-shaking-intensity>.

21 Colorado Division of Homeland Security & Emergency Management. 2023. "Colorado Enhanced State Hazard Mitigation Plan 2023-2028". <https://drive.google.com/file/d/1MPL0Oiy-yZDIMzITvYkR12s35FzG-G8/view>.

22 Colorado Division of Homeland Security & Emergency Management. 2023. "Colorado Enhanced State Hazard Mitigation Plan 2023-2028". <https://drive.google.com/file/d/1MPL0Oiy-yZDIMzITvYkR12s35FzG-G8/view>.

23 National Centers for Environmental Information. April 2024. "Climate at a Glance County Time Series". [https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series/CO-037/tmax/1/0/1895-2024?base\\_prd=true&begbaseyear=1901&endbaseyear=2024](https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series/CO-037/tmax/1/0/1895-2024?base_prd=true&begbaseyear=1901&endbaseyear=2024).

24 Colorado Division of Homeland Security & Emergency Management. 2023. "Colorado Enhanced State Hazard Mitigation Plan 2023-2028". <https://drive.google.com/file/d/1MPL0Oiy-yZDIMzITvYkR12s35FzG-G8/view>.

ground subsidence events in Eagle County, this has been mostly taken care of by local building codes and development regulations. The Planning Team could not identify any further mitigation actions so this hazard will not be specifically profiled in the plan.

### Hail

Hail has rarely occurred in Eagle County in the past. Since 1996, National Centers for Environmental Information (NCEI) data has reported two hail events in Eagle County. Both hail events were sized at 0.75 inches and did not cause any reported damage.<sup>25</sup> Due to the lack of historical events, the likelihood of future occurrences is low and therefore this hazard has not been profiled in this plan.

### Pandemic

As shown by the most recent Covid-19 Pandemic, a disease outbreak pandemic can occur in any location and have a large impact on people and the local economy. However, in discussions with the planning team, it was decided that the Pandemic hazard would not be profiled in this hazard mitigation plan. The planning team felt this hazard would be better addressed in plans created by the state and local health department.

### Pest Infestation

Eagle County's primary concern regarding pest infestation is tree kill leading to increased wildfire risk. Both the Western Balsam Bark Beetle and the Western Spruce Budworm are active in the county and can kill fir and spruce trees.<sup>26</sup> Pests impacting wildfire risk is discussed in the wildfire risk assessment. Because of this, pest infestation will not be individually profiled in this plan.

### Tornado

Tornadoes have very rarely occurred in Eagle County in the past. Since 1996, NCEI data reported one tornado event in Eagle County. This tornado was an F0 and did not result in any damage. Due to the lack of historical events, this hazard has not been profiled in this plan.

## Hazard Assessment Summary Tables

The following table provides an overview of the data contained in the hazard profiles. This table is intended to be a quick reference for people using the plan. There are five main pieces of data used within these tables.

- **Property and Crop Damage in Dollars:** This is the total dollar amount of all property damage and crop damage as recorded in federal, state, and local data sources. The limitation to these data sources is that dollar figures usually are estimates and often do not include all damages from every event, but only officially recorded damages from reported events.
- **Total Years of Record:** This is the span of years there is data available for recorded events.
- **Number of Hazard Events:** This shows how often an event occurs. The frequency of a hazard event will affect how a community responds. Severe winter weather may not cause

<sup>25</sup> National Centers for Environmental Information. May 2023. "Storm Events Database".

<https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=8%2CCOLORADO>.

<sup>26</sup> Colorado State Forest Service. 2023. "Current Insect & Disease Activity in Colorado." <https://csfs.colostate.edu/forest-management/common-forest-insects-diseases/>.

much damage each time, but multiple storms can have an incremental effect on housing and utilities. In contrast, severe wind can have a widespread effect on a community.

- Annual probability:** This can be calculated based on the total years of record and the total number of years in which an event occurred. An example of the annual probability estimate is found below:

$$\text{Annual Probability (\%)} = \frac{\text{Total Years with an Event Occuring (\#)}}{\text{Total Years of Record (\#)}} \times 100$$

The following table provides loss estimates for hazards with sufficient data. Detailed descriptions of major events are included in [Appendix A: Full Risk Assessment](#) and *Section Eight: Participant Profiles*. It should be noted that NCEI data are not all inclusive and the database provides very limited information on crop losses. To provide a better picture of the crop losses associated with the hazards within Eagle County, crop loss information provided by the Spatial Hazard Events and Losses Database for the United States (SHELDUS) was utilized for this update of the plan. Data for all the hazards are not always available, so only those with an available dataset are included in the loss estimation.

**Table 11: Loss Estimation for Eagle County**

Hazard Type		Number of Events	Property Damage <sup>1</sup>	Crop Damage <sup>2</sup>
Avalanche <sup>11</sup>		14	N/A	N/A
Drought <sup>5</sup>		551 out of 1,545 Months	\$0	\$943,396
Floods	Flash Flood <sup>1</sup>	22	\$727,500	\$172,414
	Flood <sup>1</sup>	10	\$3,240,000	
	Dam Failure <sup>3</sup>	4	N/A	
Intentional Attack <sup>4</sup>		1	\$24,000,000	N/A
Landslides <sup>1</sup>		19	\$3,206,000	\$0
Lightning <sup>2</sup>		8	\$513,379	\$0
Severe Wind <sup>1</sup>	Strong Wind	7	\$35,500	\$9,747
	Thunderstorm Wind	32	\$14,000	
Severe Winter Weather <sup>1</sup>	Blizzard	3	N/A	N/A
	Extreme Cold/Wind Chill	1	N/A	
	Heavy Snow	178	N/A	
	Ice Storm	1	N/A	
	Winter Storm	441	N/A	
	Winter Weather	939	N/A	
Transportation Incidents	Auto <sup>7</sup>	14,700	N/A	N/A
	Aviation <sup>8</sup>	49	N/A	
	Rail <sup>9</sup>	30	\$16,421,960	
	Hazardous Materials Release <sup>10,12</sup>	87	\$1,044,567	

Hazard Type	Number of Events	Property Damage <sup>1</sup>	Crop Damage <sup>2</sup>
Wildfire <sup>6</sup>	1,447	\$14,030,000	\$0
<b>Total</b>	<b>17,993</b>	<b>\$63,232,906</b>	<b>\$1,125,557</b>

- 1 – NCEI, 1996 – May 2023<sup>27</sup>
- 2 – SHELDUS, 1960 – 2021<sup>28</sup>
- 3 – Stanford University, 1890 – September 2023<sup>29</sup>
- 4 – University of Maryland, 1970-2020.<sup>30</sup> Eagle County Planning Team
- 5 – NCEI, 1895 – September 2023<sup>31</sup>
- 6 – U.S. Forest Service, 1992 – 2020<sup>32</sup>
- 7 – Colorado Department of Transportation, 2010 – 2022<sup>33</sup>
- 8 – National Transportation Safety Board, 1962 – September 2023<sup>34</sup>
- 9 – Federal Railroad Administration, 1975 – July 2023<sup>35</sup>
- 10 – Pipeline and Hazardous Materials Safety Administration, 1971 – 2022<sup>36</sup>
- 11 – Colorado Avalanche Information Center, 2010 – 2023<sup>37</sup>
- 12 – Colorado State Patrol, 2013 – 2023<sup>38</sup>

**Table 12: County Risk Assessment**

Hazard	Previous Occurrence Events/Years of Record	Approximate Annual Probability	Likely Extent
Avalanche <sup>11</sup>	10/14	71%	D1-D5
Drought <sup>5</sup>	551/1,545 months	36%	D1-D4
Floods <sup>1,3</sup>	Floods: 19/27 Dam Failure: 4/133	Floods: 70% Dam Failure: 3%	Some inundation of structures (5% of structures) and roads near streams. Some evacuations of people may be necessary
Intentional Attack <sup>4</sup>	1/51	2%	Varies by event
Landslides <sup>1</sup>	11/27	41%	Varies by event
Lightning <sup>2</sup>	61/61	100%	Varies by event
Severe Wind <sup>1</sup>	13/27	48%	Avg: 65 mph Range: 52-92 mph

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27 National Centers for Environmental Information. May 2023. "Storm Events Database". <https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=8%2CCOLORADO>.

28 Arizona State University. 2021. "Spatial Hazard Events and Losses Database for the United States". <https://sheldus.asu.edu/SHELDUS/>.

29 Stanford University. September 2023. "National Performance of Dams Program: Dam Incident Database." [http://npdp.stanford.edu/dam\\_incidents](http://npdp.stanford.edu/dam_incidents).

30 University of Maryland and National Consortium for the Study of Terrorism and Response to Terrorism. 1970-2020. "Global Terrorism Database". <https://www.start.umd.edu/gtd/>.

31 National Centers for Environmental Information. 1895-Sept 2023. "County Time Series". [https://www.ncdc.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series/CO-037/pdsi/all/9/1895-2023?base\\_prd=true&begbaseyear=1901&endbaseyear=2000](https://www.ncdc.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series/CO-037/pdsi/all/9/1895-2023?base_prd=true&begbaseyear=1901&endbaseyear=2000).

32 U.S. Forest Service. 2022. "Spatial Wildfire Occurrence Data for the United States, 1992-2020". <https://www.fs.usda.gov/rds/archive/catalog/RDS-2013-0009.6>.

33 Colorado Department of Transportation. 2010-2022. "Colorado Crash Data Dashboard". [https://tableau.state.co.us/t/CDOT/views/CDOTCrashSummaryAVtestver2\\_0/StatewideSummary?%3Aorigin=card\\_share&link%3Aembed=y%3AisGuestRedirectFromVizportal=y](https://tableau.state.co.us/t/CDOT/views/CDOTCrashSummaryAVtestver2_0/StatewideSummary?%3Aorigin=card_share&link%3Aembed=y%3AisGuestRedirectFromVizportal=y).

34 National Transportation Safety Board. 1962-September 2023. "Aviation Accident Database". <https://www.nts.gov/Pages/AviationQueryV2.aspx>.

35 Federal Railroad Administration. 1975-July 2023. "Summary of Train Accidents with Reportable Damage, Casualties, and Major Causes". <https://safetydata.fra.dot.gov/OfficeofSafety/publicsite/query/TrainAccidentDamage.aspx>.

36 Pipeline and Hazardous Materials Safety Administration. 1971-2022. "Incident Statistics: Colorado". <https://www.phmsa.dot.gov/hazmat-program-management-data-and-statistics/data-operations/incident-statistics>.

37 Colorado Avalanche Information Center. 2023. "Colorado Avalanche Accidents". <https://avalanche.state.co.us/accidents/colorado>.

38 Colorado State Patrol. 2013-2023. Direct Communication.

Section Five | Risk Assessment Summary

Hazard	Previous Occurrence Events/Years of Record	Approximate Annual Probability	Likely Extent
<b>Severe Winter Weather<sup>1</sup></b>	27/27	100%	15°-30° below zero (wind chill) 2-24" snow
<b>Transportation Incidents<sup>7,8,9,10,12</sup></b>	Auto: 13/13 Aviation: 33/61 Rail: 20/48 Hazardous Material Release: 11/11	Auto: 100% Aviation: 54% Rail: 42% Hazardous Material Release: 100%	Varies by event
<b>Wildfire<sup>6</sup></b>	1,447/29	100%	Avg 28.4 acres Homes and structures in the WUI at risk

- 1 – NCEI, 1996 – May 2023<sup>39</sup>  
 2 – SHELDUS, 1960 – 2021<sup>40</sup>  
 3 – Stanford University, 1890 – September 2023<sup>41</sup>  
 4 – University of Maryland, 1970-2020.<sup>42</sup> Eagle County Planning Team  
 5 – NCEI, 1895 – September 2023<sup>43</sup>  
 6 – U.S. Forest Service, 1992 – 2020<sup>44</sup>  
 7 – Colorado Department of Transportation, 2010 – 2022<sup>45</sup>  
 8 – National Transportation Safety Board, 1962 – September 2023<sup>46</sup>  
 9 – Federal Railroad Administration, 1975 – July 2023<sup>47</sup>  
 10 – Pipeline and Hazardous Materials Safety Administration, 1971 – 2022<sup>48</sup>  
 11 – Colorado Avalanche Information Center, 2010 – 2023<sup>49</sup>  
 12 – Colorado State Patrol, 2013 – 2023<sup>50</sup>

- 39 National Centers for Environmental Information. May 2023. "Storm Events Database".  
<https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=8%2CCOLORADO>.
- 40 Arizona State University. 2021. "Spatial Hazard Events and Losses Database for the United States".  
<https://sheldus.asu.edu/SHELDUS/>.
- 41 Stanford University. September 2023. "National Performance of Dams Program: Dam Incident Database."  
[http://npdp.stanford.edu/dam\\_incidents](http://npdp.stanford.edu/dam_incidents).
- 42 University of Maryland and National Consortium for the Study of Terrorism and Response to Terrorism. 1970-2020. "Global Terrorism Database". <https://www.start.umd.edu/gtd/>.
- 43 National Centers for Environmental Information. 1895-Sept 2023. "County Time Series".  
[https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series/CO-037/pdsi/all/9/1895-2023?base\\_prd=true&begbaseyear=1901&endbaseyear=2000](https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/county/time-series/CO-037/pdsi/all/9/1895-2023?base_prd=true&begbaseyear=1901&endbaseyear=2000).
- 44 U.S. Forest Service. 2022. "Spatial Wildfire Occurrence Data for the United States, 1992-2020".  
<https://www.fs.usda.gov/rds/archive/catalog/RDS-2013-0009.6>.
- 45 Colorado Department of Transportation. 2010-2022. "Colorado Crash Data Dashboard".  
[https://tableau.state.co.us/t/CDOT/views/CDOTCrashSummaryAVtestver2\\_0/StatewideSummary?%3Aorigin=card\\_share\\_link&%3Aembed=y&%3AisGuestRedirectFromVizportal=y](https://tableau.state.co.us/t/CDOT/views/CDOTCrashSummaryAVtestver2_0/StatewideSummary?%3Aorigin=card_share_link&%3Aembed=y&%3AisGuestRedirectFromVizportal=y).
- 46 National Transportation Safety Board. 1962-September 2023. "Aviation Accident Database".  
<https://www.nts.gov/Pages/AviationQueryV2.aspx>.
- 47 Federal Railroad Administration. 1975-July 2023. "Summary of Train Accidents with Reportable Damage, Casualties, and Major Causes". <https://safetydata.fra.dot.gov/OfficeofSafety/publicsite/query/TrainAccidentDamage.aspx>.
- 48 Pipeline and Hazardous Materials Safety Administration. 1971-2022. "Incident Statistics: Colorado".  
<https://www.phmsa.dot.gov/hazmat-program-management-data-and-statistics/data-operations/incident-statistics>.
- 49 Colorado Avalanche Information Center. 2023. "Colorado Avalanche Accidents".  
<https://avalanche.state.co.us/accidents/colorado>.
- 50 Colorado State Patrol. 2013-2023. Direct Communication.

## FEMA National Risk Index

FEMA's National Risk Index is an online tool that analyzes natural hazard and community risk factors to develop a risk measurement for each county in the United States. Eighteen natural hazards are given a score from very high to very low. The table below gives the National Risk Index ratings for Eagle County. Risk Index scores are calculated using an equation that combines scores for expected annual loss, social vulnerability, and community resilience. All values fall between 0 (lowest possible value) and 100 (highest possible value).

**Table 13: National Risk Index**

Hazard	Eagle County
Avalanche	Very High (94.7)
Coastal Flooding	Not Applicable
Cold Wave	Very Low (27.9)
Drought	Very Low (22.2)
Earthquake	Very Low (60.0)
Hail	Relatively Low (69.0)
Heat Wave	No Rating (0.0)
Hurricane	Not Applicable
Ice Storm	Relatively Low (49.3)
Landslide	Relatively Moderate (94.7)
Lightning	Relatively Moderate (83.5)
Riverine Flooding	Relatively Low (50.6)
Strong Wind	Very Low (3.6)
Tornado	Very Low (16.0)
Tsunami	Not Applicable
Volcanic Activity	Not Applicable
Wildfire	Relatively Low (65.0)
Winter Weather	Very Low (4.0)
<b>Overall Score</b>	<b>Very Low (32.01)</b>

Source: FEMA<sup>51</sup>

## Historical Disaster Declarations

### Presidential Disaster Declarations

Presidential disaster declarations by county are available via FEMA from 1953 to October 2023. The following table describes the presidential disaster declarations within the county for the period of record. Eagle County has received nine presidential disaster declarations.

**Table 14: Presidential Disaster Declarations**

Disaster Declaration Number	Declaration Date	Title	Incident Type
3025	1/29/1977	Drought	Drought
719	7/27/1984	Severe Storms, Mudslides, Landslides & Flooding	Flood
1421	6/19/2002	Wildfires	Fire
2457	7/31/2002	CO – Panorama Fire	Fire

51 FEMA. "The National Risk Index". Accessed September 2023. <https://hazards.fema.gov/nri/map>.

Disaster Declaration Number	Declaration Date	Title	Incident Type
3224	9/5/2005	Hurricane Katrina Evacuation	Coastal Storm
5249	7/4/2018	Lake Christine Fire	Fire
3436	3/13/2020	Covid-19	Biological
4498	3/28/2020	Covid-19 Pandemic	Biological
5334	8/19/2020	Grizzly Creek Fire	Fire

Source: Federal Emergency Management Agency, 1953-October 2023<sup>52</sup>

### USDA Secretarial Disasters

Several U.S. Department of Agriculture Secretarial Disasters for Eagle County have occurred since 2012. Table 15 lists these disaster events. All of the disasters were caused by drought.

**Table 15: USDA Secretarial Disasters (2012-2023)**

Year	Type	Declaration Number
2012	Drought	S3260
2013	Drought	S3456
2013	Drought	S3548
2013	Drought	S3575
2018	Drought	S4336
2018	Drought	S4352
2018	Drought	S4386
2019	Drought	S4468
2019	Drought	S4481
2020	Drought	S4648
2020	Drought	S4755
2020	Drought	S4770
2020	Drought	S4775
2021	Drought	S4917
2022	Drought	S5147

Source: U.S. Department of Agriculture, 2003-2021<sup>53</sup>

### State Emergency Declarations

From 1980 to 2023, there have been 21 emergency declarations from Colorado governors for events that impacted Eagle County. The table below shows all the declarations, the year they occurred, the hazard, and locations affected.

**Table 16: State Emergency Declarations**

Year	Type	Location Affected
1984	Flooding	Delta, Dolores, Hinsdale, Saguache, Mesa, Montrose, Moffat, Rio Blanco, Pitkin, San Miguel, Ouray, Eagle, Gunnison Counties
1994	Wildfires	Statewide
2002	Wildfires	Statewide
2002	Drought	Statewide
2003	Sinkhole	Interstate 70, Eagle County

52 Federal Emergency Management Agency. October 2023. "Disaster Declarations". <https://www.fema.gov/openfema-data-page/disaster-declarations-summaries-v2>.

53 U.S. Department of Agriculture. 2023. "Disaster Designation Information" <https://www.fsa.usda.gov/programs-and-services/disaster-assistance-program/disaster-designation-information/index>.

Year	Type	Location Affected
2003	Snow Emergency	Statewide
2009	Severe Blizzard	Statewide
2009	Severe Spring Snowstorm	Statewide
2013	Winter Storm	Statewide
2017	Wildfire	Statewide
2018	Wildfire	Statewide
2018	Wildfire	Statewide
2018	Drought	40 Counties (Including Eagle County)
2020	COVID-19	Statewide
2020	Wildfire	Garfield, Eagle Counties
2020	Wildfire	Statewide
2021	Severe Winter Weather	Statewide
2021	Burn Scar Flooding, Mudslides, Rockslides	Garfield, Larimer, Eagle, Grand, Routt, Rio Blanco, Pitkin Counties
2022	Avian Influenza	Statewide
2022	Highly Pathogenic Avian Influenza	Statewide
2023	Extreme Cold	Statewide

Source: State of Colorado, 1980-2023<sup>54</sup>

## Hazard Profiles

Information from participating jurisdictions was collected and reviewed alongside hazard occurrence, magnitude, and event narratives as provided by local, state, and federal databases. Profiles for each identified hazard in the plan were created to examine their risk and potential impact in Eagle County. These full profiles can be found in [Appendix A: Full Risk Assessment](#). Hazards of local concern or events which have deviated from the norm are discussed in greater detail in each respective participant profile (see *Section Eight: Participant Profiles* of this plan).

Local planning teams prioritized hazards of concern from the county hazard list based on historical hazard occurrences, potential impacts, and local capabilities. The table below lists the participants along with their prioritized hazards of concern. It is important to note that while a jurisdiction may not have selected a specific hazard as prioritized, hazard events can impact any jurisdiction at any time and their selection is not a full indication of risk.

**Table 17: Prioritized Hazards of Concern by Jurisdiction**

Jurisdiction	Avalanche	Drought	Floods	Intentional Attack	Landslides	Lightning	Severe Wind	Severe Winter Weather	Transportation Incidents	Wildfire
Eagle County		X	X		X				X	X
Town of Avon		X			X					X
Town of Eagle			X					X		X

54 Colorado Division of Homeland Security & Emergency Management. 2023. "Colorado Enhanced State Hazard Mitigation Plan 2023-2028". <https://drive.google.com/file/d/1MPL0Oiy-yZYDIMziTVYkR12s35FzG-G8/view>.



Section Five | Risk Assessment Summary

Jurisdiction	Avalanche	Drought	Floods	Intentional Attack	Landslides	Lightning	Severe Wind	Severe Winter Weather	Transportation Incidents	Wildfire
Town of Gypsum		X	X					X		X
Town of Minturn	X	X	X					X		X
Town of Red Cliff	X		X		X					X
Town of Vail	X		X		X			X	X	X
Basalt Library District			X							X
Basalt Sanitation District			X			X	X			X
Berry Creek Metro District										X
Cordillera Metro District					X	X		X		X
Eagle County Paramedic Services			X					X		X
Eagle County School District				X				X		X
Eagle River Fire Protection District			X					X		X
Eagle River Water & Sanitation District		X	X	X					X	X
Eagle Vail Metropolitan District		X	X							X
Eagle Valley Library District			X			X				X
Eagle Valley Transportation Authority					X			X	X	X
Greater Eagle Fire Protection District		X	X			X	X	X		X
Gypsum Fire Protection District				X	X	X				X
Mountain Recreation Metropolitan District			X			X	X	X		X

Jurisdiction	Avalanche	Drought	Floods	Intentional Attack	Landslides	Lightning	Severe Wind	Severe Winter Weather	Transportation Incidents	Wildfire
Roaring Fork Fire Rescue Authority						X	X	X		X
Vail Recreation District	X		X			X		X		X

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# Section Six: Mitigation Strategy

## Introduction

The primary focus of the mitigation strategy is to identify action items to reduce the effects of hazards on existing infrastructure and property based on the established goals and objectives of the hazard mitigation plan. These actions should consider the most cost effective and technically feasible options to address risk.

### FEMA Mitigation Strategy Requirements

**Requirement §201.6(c)(3)(i):** [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

**Requirement §201.6(c)(3)(ii):** [The mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

**Requirement: §201.6(c)(3)(ii):** [The mitigation strategy] must also address the jurisdiction's participation in the National Flood Insurance Program, and continued compliance with NFIP requirements, as appropriate.

**Requirement: §201.6(c)(3)(iii):** [The mitigation strategy section shall include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

**Requirement §201.6(c)(3)(iv):** For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

## Summary of Changes

The development of the mitigation strategy for this plan update includes the addition of new mitigation actions, updated status or removal of past mitigation actions, and revisions to descriptions for consistency across Eagle County.

## Selected Mitigation and Strategic Actions

After establishing the goals, the local planning teams evaluated mitigation and strategic actions. These actions included: the mitigation and strategic actions identified by each participating jurisdiction in the previous plan and additional actions discussed during the update planning process. The Eagle County Planning Team provided each participant a link to the FEMA Mitigation Ideas document to be used as a starting point to review a wide range of potential mitigation actions. Participants were also encouraged to think of actions that may need FEMA grant assistance and to review their hazard prioritization section for potential mitigation and strategic actions. Members of the Eagle County Planning Team were also available to help local jurisdictions identify additional action alternatives. These suggestions helped participants determine which actions would best assist their respective jurisdiction in alleviating damage in the event of a disaster.

During the update of previous identified actions and the identification of new actions, local planning teams prioritized each identified mitigation and strategic action as high, medium, or low. The listed priority rating does not indicate which actions will be implemented first. Generally, high priority actions either address a major concern for the jurisdiction, have few to no challenges in implementation, and/or garner large support from the public and administration. Low priority actions either address a minor concern for the jurisdiction, have many challenges in implementation, and/or may not have support from the public or administration at this time. Medium priority actions may only have one or two of the items listed above. A mitigation and strategic action's priority may change very quickly as circumstances change.

The mitigation and strategic actions are the core of a hazard mitigation plan. The local planning teams were instructed that each hazard identified in the plan must have an action that addresses it. Mitigation and strategic actions were evaluated based on referencing the community's risk assessment and capability assessment. Jurisdictions were encouraged to choose actions that were realistic and relevant to the concerns identified.

It is important to note that not all the mitigation and strategic actions identified by a jurisdiction may ultimately be implemented due to limited capabilities, prohibitive costs, low benefit-cost ratio, or other concerns. These factors may not be identified during this planning process. Additionally, some jurisdictions may identify and pursue additional mitigation actions not identified in this hazard mitigation plan.

## Participant Mitigation and Strategic Actions

Mitigation and strategic actions identified by participants of the HMP are found in the Mitigation and Strategic Actions Matrix in [Appendix D: Mitigation Strategy](#). Additional information about selected actions can be found in the participant profiles in *Section Eight: Participant Profiles*. Each action includes the following information in the respective community profile.

- **Action:** General title of the action item.
- **Description:** Brief summary of what the action item(s) will accomplish.
- **Hazard(s) Addressed:** Which hazard the mitigation action aims to address.
- **Estimated Cost:** General cost estimate for implementing the mitigation action for the appropriate jurisdiction.
- **Local Funding:** A list of any potential local funding mechanisms to fund the action.
- **Timeline:** General timeline as established by planning participants.
- **Priority:** General description of the importance and workability in which an action may be implemented (high/medium/low).
- **Lead agency:** Listing of agencies or departments which may lead or oversee the implementation of the action item.
- **Status:** A description of what has been done, if anything, to implement the action item.

Implementation of the actions will vary between individual plan participants based upon the availability of existing information; funding opportunities and limitations; and administrative capabilities of communities. Establishing a cost-benefit analysis is beyond the scope of this plan and could potentially be completed prior to submission of a project grant application or as part of a five-year update. Completed, removed, kept, and new mitigation actions for each participating jurisdiction can be found in *Section Eight: Participant Profiles*.

# Section Seven: Plan Implementation and Maintenance

## Monitoring, Evaluating, and Updating the Plan

Each participating jurisdiction in the Eagle County Hazard Mitigation Plan will be responsible for monitoring, evaluating, and updating the plan during its five-year lifespan. Hazard mitigation projects will be prioritized by each participant's governing body with support and suggestions from the public and business owners. Each local planning team will be responsible for plan maintenance, the frequency of review, and how the public will be involved. This information can be found in each participant's profile under the Local Planning Team section. During the review, the local planning team can report on the effectiveness of the hazard mitigation plan, the status of projects and include which implementation processes worked well, any difficulties encountered, how coordination efforts are proceeding, and which strategies could be revised.

### FEMA Plan Maintenance and Update Requirements

**Requirement §201.6(c)(4)(i):** [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

**Requirement §201.6(c)(4)(ii):** [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

**Requirement §201.6(c)(4)(iii):** [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.

In addition, each local planning team will be responsible for ensuring that the plan's goals are incorporated into applicable revisions of their jurisdiction's relevant planning documents. The hazard mitigation plan will also consider any changes in planning documents and incorporate the information accordingly in its next update. [Appendix F: Guide to Review and Update the Hazard Mitigation Plan](#) may also be used to assist with plan updates.

The FEMA required update of this plan will occur at least every five years, to reduce the risk of the plan expiring. Updates may be incorporated more frequently, especially in the event of a major hazard. Eagle County will start meetings to discuss mitigation plan updates at least nine months prior to the deadline for completing the plan update. The Eagle County Emergency Management Department will review the goals and objectives of the previous plan and evaluate them to determine whether they are still pertinent and current. Among other criteria, they may want to consider the following.

- Do the goals and objectives address current and expected conditions?
- If any of the recommended projects have been completed, did they have the desired impact on the goal for which they were identified? If not, what was the reason it was not

successful (lack of funds/resources, lack of political/popular support, underestimation of the amount of time needed, etc.)?

- Have either the nature, magnitude, and/or type of risks changed?
- Are there implementation problems?
- Are current resources appropriate to implement the plan?
- Were the outcomes as expected?
- Did the plan partners participate as originally planned?
- Are there other agencies which should be included in the revision process?

If deemed necessary, a private consulting firm or individual will be hired to help facilitate the plan update process.

## Continued Public Involvement

To ensure continued plan support and input from the public and stakeholders, public involvement should remain a top priority for each participating jurisdiction. Every participant identified ways the public will be involved in the update process. These ways can be found in the individual participant profiles in *Section Eight: Participant Profiles*. The following list below shows common ways participants will involve the public in the updated process.

- Social Media
- Websites
- Board/Council Meetings
- Meeting Minutes
- Email
- Press Releases

## Unforeseen Opportunities

If new, innovative mitigation options arise that could impact Eagle County or elements of this plan, which are determined to be of importance, a plan amendment may be proposed and considered separate from the annual review and other proposed plan amendments. Eagle County, as the plan sponsor, provides an opportunity for jurisdictions to compile proposed amendments and send them to the Colorado Division of Homeland Security and Emergency Management, and subsequently to FEMA, for a plan amendment. Such amendments should include all applicable information for each proposal including description of changes, identified funding, responsible agencies, etc.

## Incorporation into Existing Planning Mechanisms

The Eagle County Planning Team utilized a variety of plan integration tools to help communities determine how their existing planning mechanisms were related to the Hazard Mitigation Plan. Utilizing FEMA's *Integrating the Local Natural Hazard Mitigation Plan into a Community's Comprehensive Plan*<sup>55</sup> guidance, as well as FEMA's *2015 Plan Integration*<sup>56</sup> guide, each jurisdiction engaged in a plan integration discussion. This discussion was facilitated by a Plan Integration Worksheet or set of questions, created by the Eagle County Planning Team. This

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55 Federal Emergency Management Agency. November 2013. "FEMA Region X Integrating the Local Natural Hazard Mitigation Plan into a Community's Comprehensive Plan". <https://www.fema.gov/sites/default/files/2020-07/integrating-hazard-mitigation-local-plan.pdf>.

56 Federal Emergency Management Agency. July 2015. "Plan Integration: Linking Local Planning Efforts." [https://www.fema.gov/sites/default/files/2020-06/fema-plan-integration\\_7-1-2015.pdf](https://www.fema.gov/sites/default/files/2020-06/fema-plan-integration_7-1-2015.pdf).

offered an easy way for participants to notify the Eagle County Planning Team of existing planning mechanisms, and if they interface with the hazard mitigation plan.

Each jurisdiction referenced all relevant existing planning mechanisms and provided information on how these did or did not address hazards and vulnerability. Summaries of plan integration are found in each individual *Participant Profile*. For jurisdictions that lack existing planning mechanisms, especially smaller communities, the plan may be used as a guide for future activity and development in the jurisdiction.

**Figure 6: First Responders at an Emergency Incident**



Source: Eagle County



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# Section Eight: Participant Profiles

## Purpose of Participant Profiles

Participant profiles contain information specific to jurisdictions participating in the Eagle County Hazard Mitigation Plan planning effort. Participant profiles were developed with the intention of highlighting each jurisdiction's unique characteristics that affect its vulnerability to hazards. These profiles may serve as a short reference of identified vulnerabilities and mitigation actions for a jurisdiction as they implement the mitigation plan. Information from individual jurisdictions was collected at public and one-on-one meetings and used to establish their section of the plan. Participant profiles may include the following elements:

- Location Map
- Local Planning Team
- Capability Assessment
- Plans and Studies
- Future Development Trends
- Community Lifelines
- Hazard Prioritization and Mitigation Strategy

Individual participant profiles can be found in the [Eagle County and Community Appendix](#) or [Special Districts Appendix](#). The location of the profiles is given below.

### [Eagle County and Community Appendix](#)

Eagle County  
Town of Avon  
Town of Eagle  
Town of Gypsum  
Town of Minturn  
Town of Red Cliff  
Town of Vail

### [Special Districts Appendix](#)

Basalt Library District  
Basalt Sanitation District  
Berry Creek Metro District  
Cordillera Metro District  
Eagle County Paramedic Services  
Eagle County School District  
Eagle River Fire Protection District  
Eagle River Water & Sanitation District  
Eagle Vail Metropolitan District  
Eagle Valley Library District  
Eagle Valley Transportation Authority  
Greater Eagle Fire Protection District  
Gypsum Fire Protection District  
Mountain Recreation Metropolitan District

Section Eight | Participant Profiles

Roaring Fork Fire Rescue Authority  
Vail Recreation District



**To:** The Core Transit Board  
**From:** Tanya Allen, Executive Director

**Meeting Date:** 02/12/2025

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**SUBJECT:** Cashless Transition Plan Update and Approval

**RECOMMENDED ACTIONS:** Approve March 17 as the official retirement date for our GFI fareboxes

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As discussed in the January board meeting, Core Transit is finalizing plans to retire our fareboxes in March of 2025. This will eliminate the option for on-board cash payments, a significant change that will impact current cash-paying customers. This decision is being driven by the obsolete, labor-intensive nature of the current system, which will require costly upgrades and a new service contract that could exceed the revenue from anticipated future current cash collections. In light of these factors, Core Transit will transition all fare collection to the more lightweight and cost effective Masabi system.

The attached document details outreach efforts we have taken to date and our plans for the remainder of this effort, incorporating feedback we have received from the Board and customers since our initial announcement.

Farebox retirement is tentatively scheduled for March 17, pending final Board approval of this date.

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**Attachments:**

1. Update on Efforts to Transition from the GFI Farebox



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## Farebox Transition Plan

### Proposed Timeline

Soft launch customer notifications	<i>January 13</i>
Press release	<i>January 29</i>
Signage installed & flyers distributed	February 8, ongoing
Last day of selling printed tickets at VTC & MSC	February 15
Last day of collecting cash on buses	March 17
Last day to use a farebox change card	March 17
Last day of farebox contract	March 31

### Current Activities

**Promoting the Mobile App:** The mobile app has been active and in-use since 2022. Riders can use the Core Tickets App on their phones or a computer and load funds using a credit card, allowing them faster ticket purchases and offering fare capping with the “Tap & Ride” option. Customer service staff at the VTC and MSC are actively encouraging use of the mobile app to all customers who initially request a cash transaction.

**Offering Smart Cards as an alternative:** For those who still want to use cash after being offered the mobile app, Smart Cards are now available for purchase at the VTC and MSC. Riders can load funds onto the reusable cards using cash or credit. These cards also offer the fare capping “Tap & Ride” option ensuring riders always pay the lowest fare.

As a final option, paper tickets single ride and day passes will also be available for purchase at the VTC and MSC Facility.

**Press Release and News Coverage:** We issued a press release on January 29 highlighting the impending change and providing information on alternative fare payment options. The topic also received coverage in the Vail Daily and other local news outlets. The press release was also shared on Core Transit social media and to our growing email database.



**Rider Engagement:** Beginning in early February, bus operators will be distributing flyers to riders using the farebox on the bus. Staff have been actively engaging with riders and will continue to have conversations with riders making a cash transaction on our Valley/Leadville routes, at the VTC Booth, and in the MSC office to support a smooth transition. Our goal is to move as many cash paying customers as possible to new payment methods well in advance of the final cash onboard date.

**Signage:** Signage with QR codes for downloading the mobile app has been placed in buses and in Gypsum and Leadville bus shelters. Larger signs featuring QR codes for will be displayed at Eagle Valley High School, EGE Airport, and other key stops that are identified through outreach.

**Social Media:** A social media countdown will highlight the final days before the farebox is retired. Radio ads will begin airing in mid-to-late February, complemented by additional social media videos to keep riders informed about the impending change.

**Outreach to Partners (Phase I):** We've shared the information with counterparts in Gypsum, Leadville, Lake County, Eagle County Senior Services, MIRA and the Eagle Valley Library District who are assisting us in getting word out to their residents and customers.

### **Ongoing & Future Initiatives**

**Outreach to Partners (Phase 2):** Core Transit is initiating or continuing discussions with local organizations and community partners to explore potential sales outlets where riders may be able to purchase and/or reload their smart cards with cash. Our initial emphasis is on locations near stops where we see more cash paying customers and outlets that are open outside of our normal customer service hours.

**Rider Education:** Staff will continue to educate riders on how to use the mobile app and smart cards and will be offering training to other organizations that regularly interact with our ridership base.

**Safety Net Support:** We are considering having operators carry smart



cards with a small balance to distribute to riders boarding at locations other than the MSC or VTC who may need them. Our goal is to ensure no one is left stranded without transportation due to a misunderstanding regarding fare collection policies and make it as easy as possible for them to access new fare payment systems. The expectation will be for riders who have been given a smart card to reload with cash for future trips.

**Static Vending:** We have requested quotes for ticket vending machines but have not yet received them. Based on conversations with counterparts in other transit agencies the cost of acquisition, installation, and maintenance may exceed other potential benefits.

**Additional Initiatives:** Staff will identify and address ongoing opportunities following the transition, ensuring continuous improvement and responsiveness to rider needs.



**To:** The Core Transit Board  
**From:** Tanya Allen, Executive Director

**Meeting Date:** 02/12/2025

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**SUBJECT:** CDOT Grant Approvals

**RECOMMENDED ACTIONS:** Approve the Board Chair's signature on CDOT grant contracts for bus replacement and admin/operating assistance

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**1) Grant for Diesel Bus Replacement Grant:** Eagle County was awarded a \$618,000 grant from FY23 FTA 5311 funds (\$494,400 in grant dollars and \$123,600 in local match) in late 2021 for the purchase of a new 40' diesel bus. Prior to contract execution, the award was returned CDOT for reassignment to Core. This grant has now re-budgeted and re-assigned and can be executed pending Board approval.

**2) FTA 5311 Admin/Operating Grant:** Core Transit receives annual funding from CDOT to support day-to-day transit operations. For 2025, Core Transit was awarded a \$859,352 grant from FTA 5311 funds (\$446,416 in grant dollars and \$412,396 in local match). This funding is formula-based and requires either a 50% match (operating portion) or a 20% match (administration portion).

These FTA grants are on a reimbursement basis.

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**FINANCIAL CONSIDERATIONS:**

Both grants (revenue and expenses) were anticipated and included in our FY2025 Budget.

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**Attachments:**

1. CDOT Contract #25-HTR-ZL-00130 for One 40' Diesel Bus Replacement





2. CDOT Contract #25-HTR-ZL-00137 for 2025 Admin/Operating Assistance

## STATE OF COLORADO SUBAWARD AGREEMENT COVER PAGE

<b>State Agency</b> Department of Transportation	<b>Agreement Number / PO Number</b> Routing #: 25-HTR-ZL-00130 PO #: 491003811		
Eagle Valley Transportation Authority (EVTA) dba Core Transit	<b>Agreement Performance Beginning Date</b> The Effective Date		
<b>Subaward Agreement Amount</b>	<b>Initial Agreement Expiration Date</b> December 31, 2026		
Federal Funds-Administrative Maximum Amount (80%)                      \$494,400.00	<b>Fund Expenditure End Date</b> December 31, 2026		
Local Funds-Administrative Local Match Amount (20%)                      \$123,600.00	<b>Agreement Authority</b> Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.		
Agreement Total                                      \$618,000.00			
<b>Agreement Purpose</b> In accordance with 49 USC §5311, the purpose of this Agreement is to provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The work to be completed under this Agreement by the Subrecipient is more specifically described in Exhibit A.			
<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 – Statement of Work and Budget.</li> <li>2. Exhibit B – Sample Option Letter.</li> <li>3. Exhibit C – Federal Provisions.</li> <li>4. Exhibit D – Required Federal Contract/Agreement Clauses.</li> <li>5. Exhibit E – Verification of Payment.</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. Exhibit C – Federal Provisions.</li> <li>2. Exhibit D – Required Federal Contract/Agreement Clauses.</li> <li>3. Colorado Special Provisions in §17 of the main body of this Agreement.</li> <li>4. The provisions of the other sections of the main body of this Agreement.</li> <li>5. Exhibit A – Statement of Work and Budget.</li> <li>6. Executed Option Letters (if any).</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;">                             For the State:                              Erin Kelican                              Division of Transit and Rail                              Colorado Dept. of Transportation                              2829 W. Howard Place                              Denver, CO 80204                              Erin.kelican@state.co.us                         </td> <td style="width: 50%; vertical-align: top;">                             For Subrecipient:                              Tanya Allen                              Eagle Valley Transportation Authority (EVTA)                              d/b/a Core Transit                              3289 Cooley Mesa Road                              PO Box 1070                              Gypsum, CO 81637                              tanya.allen@coretransit.org                         </td> </tr> </table>		For the State: Erin Kelican Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Erin.kelican@state.co.us	For Subrecipient: Tanya Allen Eagle Valley Transportation Authority (EVTA) d/b/a Core Transit 3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637 tanya.allen@coretransit.org
For the State: Erin Kelican Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Erin.kelican@state.co.us	For Subrecipient: Tanya Allen Eagle Valley Transportation Authority (EVTA) d/b/a Core Transit 3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637 tanya.allen@coretransit.org		

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>SUBRECIPIENT</b></p> <p style="text-align: center;">Eagle Valley Transportation Authority (EVTA) dba Core Transit</p> <p style="text-align: center;">By: _____ Earle Bidez, Transit Board Chair</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p style="text-align: center;">By: _____ Keith Stefanik PE, Chief Engineer</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin: 0;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="margin: 10px 0 0 300px;">_____</p> <p style="margin: 0 0 0 300px;">By: Department of Transportation</p> <p style="margin: 10px 0 0 300px;">Effective Date: _____</p>	

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### 1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date.

#### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

#### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

#### D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

#### E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i**.

##### i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

##### ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a**.

##### iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

#### F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

- G. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient’s Work that is intended to be delivered by Subrecipient.
- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in **§2.D**.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in **§2.C**.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“FTA”** means Federal Transit Administration.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. **“Initial Term”** means the time period defined in **§2.B**.
- S. **“Master Agreement”** means the FTA Master Agreement document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- W. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been

communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Records”** means any and all State data, information, and records regardless of physical form.
- CC. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- DD. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- EE. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

#### 4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

#### 5. PAYMENTS TO SUBRECIPIENT

##### A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount

of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.

- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs



- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.
- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
  - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
  - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**6. REPORTING - NOTIFICATION**

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term

exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. SUBRECIPIENT RECORDS**

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. CONFIDENTIAL INFORMATION - STATE RECORDS**

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State.

Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

**B. Other Entity Access and Nondisclosure Agreements**

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

**C. Use, Security, and Retention**

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

**E. Data Protection and Handling**

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

**F. Safeguarding PII**

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-

103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

### A. Actual Conflicts of Interest

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

### B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

### C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

### D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

## 10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

### A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

### B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

### C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with §14 within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

A. State's Remedies

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

### 13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

### 14. NOTICES and REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

### 15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. GENERAL PROVISIONS

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.



F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

**P. Waiver**

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

**R. Standard and Manner of Performance**

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

**S. Licenses, Permits, and Other Authorizations**

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

**T. Indemnification****i. General Indemnification**

Subrecipient shall indemnify, save, and hold harmless the State, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subrecipient, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

**ii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Subrecipient in violation of §8 may be cause for legal action by third parties against Subrecipient, the State, or their respective agents. Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Subrecipient, or its employees, agents, assigns, or Subcontractors in violation of §8.

**iii. Intellectual Property Indemnification**

Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

**U. Federal Provisions**

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

**EXHIBIT A, STATEMENT OF WORK AND BUDGET**

<b>Project Description*</b>	2023-FTA-5311: One (1) 40' Bus Replacement		
<b>Federal Awarding Agency</b>	Federal Transit Administration (FTA)		
<b>Federal Regional Contact</b>	Cindy Terwilliger		
<b>Federal Award Date**</b>	August 30, 2021		
<b>Project End Date</b>	December 31, 2026		
<b>FAIN**</b>	CO-2021-041	<b>CFDA #</b>	20.509
<b>CFDA Title</b>	Formula Grants for Rural Areas Program		
<b>Subrecipient</b>	Eagle Valley Transportation Authority (EVTA) d/b/a Core Transit	<b>UEID #</b>	J2P4UP7CRH49
<b>Contact Name</b>	Tanya Allen	<b>Vendor #</b>	2100915
<b>Address</b>	3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637	<b>Phone #</b>	(970) 328-3533
<b>Email</b>	<a href="mailto:tanya.allen@coretransit.org">tanya.allen@coretransit.org</a>	<b>Indirect Rate</b>	N/A
<b>WBS***</b>	24-11-0044.EVTA.111	<b>ALI</b>	11.12.01
<b>Total Project Budget</b>			<b>\$618,000.00</b>
Federal FTA-5311 Funds (at 80% or less)			\$494,400.00
Local Funds (at 20% or more)			\$123,600.00
<b>Total Project Amount Encumbered via this Subaward Agreement</b>			<b>\$618,000.00</b>

\*This is not a research and development grant.

\*\*The Federal Award Date and/or FAIN are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT’s transit awards management system, and will be made available to EVTA once issued.

\*\*\*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

**A. Project Description**

EVTA shall use 2023 FTA-5311 funds, along with local matching funds, to purchase: One (1) 40' Bus Replacement as more fully described below. The purchase will support the goals of the Statewide Transit Plan.

EVTA shall use capital funds to purchase the following ADA compliant vehicle(s) (Capital Asset(s)):

ALI	QTY	Fuel Type	Description	FTA Amount
11.12.01	1	Diesel	Replacement Bus STD 40 FT	\$494,400

The Capital Asset(s) being purchased is/are replacing the following existing fleet vehicles:

VIN	Fleet ID	COTRAMS Inventory	Year	Model	Make
15GGD2713A1177756	883	INV-00001226	2010	LF40 BRT (G27D)	GIL - Gillig Corporation

**B. Performance Standards**

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) to CDOT Project Manager for Approval	2/15/2025
Submit Procurement Authorization (PA) and solicitation docs CDOT Project Manager for Approval	3/30/2025
Take Delivery of (First) Vehicle/Equipment/Project Property	9/30/2025
Take Delivery of and Accept All Vehicles/Equipment/Project Property	11/15/2025
Submit Reimbursement Request in COTRAMS	12/31/2025
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: <b>December 31, 2026.</b>	

2. EVTA shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to EVTA’s written maintenance plans, including manufacturer’s recommendations and warranty program(s). EVTA will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.
3. Performance will be reviewed throughout the duration of this Subaward Agreement. EVTA shall report to the CDOT Project Manager whenever one or more of the following occurs:
  - a. Budget or schedule changes;
  - b. Scheduled milestone or completion dates are not met;
  - c. Identification of problem areas and how the problems will be resolved; and/or
  - d. Expected impacts and the efforts to recover from delays.
4. EVTA must comply and submit all reimbursements and reports associated, including the assignment of “Colorado Department of Transportation” as the lienholder on the Capital Asset(s), as a condition of project closeout.

**C. Project Budget**

1. The Total Project Budget is \$618,000.00. CDOT will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of \$494,400.00. CDOT will retain any remaining balance of the federal share of FTA-5311 Funds. EVTA shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$494,400.00 (80%) and matching Local Funds of \$123,600.00 (20%), will be encumbered for this Subaward Agreement.
2. No refund or reduction of the amount of EVTA share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. EVTA may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. EVTA’s share, together with the Federal Funds share, must be enough to ensure payment of the Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT shall have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. EVTA shall initiate and prosecute to completion all

actions necessary to enable EVTA to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

#### **D. Procurement**

Procurement of the Capital Asset(s) will comply with state procurement procedures, the DTR Quick Procurement Guide, as well as FTA's requirements and 2 CFR 200.320. In addition to the state requirements outlined below, state and FTA procedures (where applicable) for purchase of the Capital Asset(s) must be followed and will be outlined prior to purchase.

1. The first step in the procurement process will be to obtain an Independent Cost Estimate (ICE).
2. The second step, *and prior to soliciting a vendor*, will be to obtain Procurement Concurrence Request (PCR) approval from the CDOT Project Manager through COTRAMS. The request for PCR approval must include a copy of the proposed solicitation documents and the ICE.
3. The third step, *and prior to entering into a purchasing agreement or contract with the selected vendor*, will be to obtain Purchase Authorization (PA) approval from the CDOT Project Manager through COTRAMS. The request for PA approval must include a copy of the final solicitation documents (e.g. documented quote, quick bid, response(s) to RFP/IFB). The PA must identify a manufacturer found on the FTA's certified transit vehicle manufacturer (TVM) list. Only those TVM's listed on FTA's TVM list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid on FTA funded vehicle procurements.
4. Upon delivery, EVTA shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), EVTA will contact the vendor to resolve any defects and notify CDOT.
5. EVTA shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

#### **E. Reimbursement Eligibility**

Requests for reimbursement for eligible project costs will be paid to EVTA upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred during the Subaward Agreement effective dates.

Accepted reimbursement packets will include the following completed documents:

- Independent Cost Estimate (ICE)
- Procurement Concurrence Request (PCR)
- Purchase Authorization (PA)
- Signed Notice of Acceptance (NA)
- Signed Security Agreement (SA)
- Application for Title showing "Colorado Department of Transportation" as the lienholder
- Invoice
- Proof of Payment
- Post Delivery Certifications

EVTA must submit the final invoice within sixty (60) calendar days of acceptance of the Capital Asset(s) and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

#### **F. Federal Interest-Service Life**

The useful life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from revenue service. The minimum useful life in years refers to total time in transit revenue service, not time spent stockpiled or otherwise unavailable for regular transit use. The minimum useful life in miles refers to total miles in transit revenue service. Non-revenue miles and periods of extended removal from service do not count towards useful life. Changes in operating circumstances, including unforeseen difficulty maintaining vehicles, higher cost of fuel, and changes in local law limiting where vehicles can be operated are not exemptions from minimum useful life requirements.

FTA maintains its share of the remaining federal interest upon disposition of federally assisted property before the end of its useful life or for a value greater than \$5,000 after the useful life has been met, according to the provisions of FTA C 5010.E1 Chapter IV(4)(o)(1) and as updated by the Bipartisan Infrastructure Law (BIL).

Minimum useful life is determined by years of service or accumulation of miles, whichever comes first, in accordance with FTA C. 5010.E1 Chapter IV(4)(f)(2).

EVTA shall not dispose or otherwise release the Capital Asset(s) to any other party while there is federal interest in the Capital Asset(s) without approval from the CDOT Project Manager. EVTA is responsible for making the request to the CDOT Project Manager in a timely manner, providing appropriate documentation, if indicated, when a disposition is being requested in order to allow CDOT to process the disposition and the release of any lien(s).

CDOT and EVTA will work in conjunction with Department of Revenue (DOR) to assure the lien is released according to state rules.

#### **G. Training**

In an effort to enhance transit safety, EVTA and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, EVTA shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

#### **H. Safety Data**

EVTA and any subrecipients shall maintain and submit, as requested, data related to bus safety. This may include, but not be limited to, the number of vehicle accidents within certain measurement parameters set forth by CDOT, the number and extent of passenger injuries or claims, and the number and extent of employee accidents, injuries, and incidents.

#### **I. Restrictions on Lobbying**

EVTA is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

#### **J. Special Conditions**

1. EVTA will comply with all requirements imposed by CDOT on EVTA so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. EVTA must permit CDOT and their auditors to have access to EVTA's records and financial statements as necessary, with reasonable advance notice.
3. Record retention shall adhere to the requirements outlined in 2 CFR 200.333 and FTA C 5010.1.
4. Except as provided in this Subaward Agreement, EVTA shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Subaward Agreement.



5. EVTA cannot request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
6. EVTA must obtain CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
7. EVTA shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.
8. If receiving FTA 5311 funding, EVTA shall advertise its fixed route and/or rural based service as available to the general public and service will not be explicitly limited by trip purpose or client type.
9. If receiving FTA 5311 funding, EVTA shall maintain and report annually all information required by the National Transit Database (NTD) and any other financial, fleet, or service data.
10. If receiving FTA 5311 or 5339 funding, EVTA will ensure subcontractors and subrecipients comply with FTA Drug and Alcohol Regulations.
11. EVTA shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
12. EVTA shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and Federal Transit Administration Circular 4702.1B, "Title VI Requirements and Guidelines for FTA Recipients." The Party shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development, and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
13. EVTA will provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
14. EVTA shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
15. EVTA shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, EVTA shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
16. EVTA shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to CDOT upon request.
17. EVTA shall provide CDOT with an equity analysis if the project involves choosing a site or location of a facility in accordance with FTA Circular 4702.1B.
18. EVTA shall update its Agency Profile in COTRAMS with any alterations to existing construction or any new construction in accordance with FTA Circular 4710.1.
19. EVTA will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d).

20. EVTA shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR Part 26, and CDOT's DBE program.
21. Meal delivery must not conflict with providing public transportation service or reduce service to public transportation passengers.

**EXHIBIT B, SAMPLE OPTION LETTER**

<b>State Agency</b> Department of Transportation	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Subrecipient</b> Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Subaward Agreement Amount</b> Federal Funds Maximum Amount (%) \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option
Local Funds Local Match Amount (%) \$0.00	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month, Day, Year
Agreement Total \$0.00	<b>Current Agreement Expiration Date</b> Month, Day, Year

1. **OPTIONS:**
  - A. Option to extend for an Extension Term or End of Term Extension.
2. **REQUIRED PROVISIONS:**
  - A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
  - A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Department of Transportation</p> <p>Option Letter Effective Date: _____</p>
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## EXHIBIT C, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

## **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **6. REPORTING.**

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.

- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]**

**9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

**11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.



- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES****Section 3(l) – No Federal government obligations to third-parties by use of a disclaimer**

No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government or CDOT expressly consents in writing, the Subrecipient agrees that:

- (1) The Federal Government or CDOT does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third party Participant at any tier, or to any other person or entity that is not a party (FTA, CDOT or the Subrecipient) to the underlying Agreement, and
- (2) Notwithstanding that the Federal Government or CDOT may have concurred in or approved any Solicitation or Third party Agreement at any tier that may affect the underlying Agreement, the Federal Government and CDOT does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA, CDOT, or the Subrecipient) to the underlying Agreement.

**Section 4(f) – Program fraud and false or fraudulent statements and related acts**

False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Subrecipient acknowledges and agrees that:
  - (a) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31.
  - (b) By executing the Agreement, the Subrecipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Subrecipient provides to the Federal Government and CDOT.
  - (c) The Federal Government and CDOT may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Subrecipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

**Section 9. Record Retention and Access to Sites of Performance.**

- (a) Types of Records. The Subrecipient agrees that it will retain, and will require its Third party Participants to retain, complete and readily accessible records related in whole or in part to the underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b). Retention Period. The Subrecipient agrees to comply with the record retention requirements in the applicable U.S. OT Common Rule. Records pertaining to its Award, the accompanying underlying Agreement, and any Amendments thereto must be retained from the day the underlying Agreement was signed by the authorized FTA (or State) official through the course of the Award, the accompanying Agreement, and any Amendments thereto until three years after the Subrecipient has submitted its last or final expenditure report, and other pending matters are closed.
- (c) Access to Recipient and Third party Participant Records. The Subrecipient agrees and assures that each Subrecipient, if any, will agree to:
  - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Subrecipient and each of its Subrecipients,
  - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Subrecipient or Third party Participant within books, records, accounts, or other locations, and
  - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.

- (e) Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

### 3(G) – Federal Changes

#### Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient’s Agreement or this Master Agreement. At the time the FTA Authorized Official (or CDOT) awards federal assistance to the Subrecipient in support of the Agreement, the federal requirements and guidance that apply then may be modified from time to time and will apply to the Subrecipient or the accompanying Agreement, except as FTA determines otherwise in writing.

### 12 – Civil Rights

- (c) Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third party Participant, will:

- (1) Prohibit discrimination on the basis of race, color, or national origin,
- (2) Comply with:
  - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
  - (ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21; and
  - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
  - (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
  - (ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 CFR § 50.3; and
  - (iii) All other applicable federal guidance that may be issued.

- (d) Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third Party Participant will prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
  - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
  - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - (iii) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
  - (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the Master Agreement;
  - (v) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and
  - (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- (2). Specifics. The Subrecipient agrees to, and assures that each Third Party Participant will:
  - (i) Affirmative Action. Take affirmative action that includes, but is not limited to:
    - (A) Recruitment advertising, recruitment, and employment;
    - (B) Rates of pay and other forms of compensation;
    - (C) Selection for training, including apprenticeship, and upgrading; and
    - (D) Transfers, demotions, layoffs, and terminations; but
  - (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
  - (i) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60; and
  - (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

- (h) Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
    - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
    - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
      - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
    - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
    - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
    - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - (2) Federal regulations and guidance, including:
    - (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;
    - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
    - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
    - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
    - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
    - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
    - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
    - (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
    - (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
    - (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609;
    - (x) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
    - (xi) Other applicable federal civil rights and nondiscrimination regulations and guidance.

#### Incorporation of FTA Terms – 16.a.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
  - (2) To comply with the applicable U.S. DOT Common Rules; and
  - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### Energy Conservation – 26.j

- (a) Energy Conservation. The Subrecipient agrees to, and assures that its Subrecipients, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

#### **Applicable to Awards exceeding \$10,000**

**Section 11. Right of the Federal Government to Terminate.**

- (a) Justification. After providing written notice to the Subrecipient, the Subrecipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
- (1) The Subrecipient has failed to make reasonable progress implementing the Award;
  - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
  - (3) The Subrecipient has violated the terms of the Agreement, especially if that violation would endanger substantial performance of the Agreement.
- (b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Subrecipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Agreement, and require the Subrecipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

**Applicable to Awards exceeding \$25,000**

From Section 4. Ethics.

- (a) Debarment and Suspension. The Subrecipient agrees to the following:
- (1) It will comply with the following requirements of 2 CFR part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR part 1200.
  - (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by-
    - (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200;
    - (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180; and
    - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Subrecipients or Third Party Participants.
  - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR part 1200.
  - (4) It will that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
  - (5) If the Subrecipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Subrecipient will provide immediate written notice to the:
    - (i) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the underlying Agreement,
    - (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
    - (iii) FTA Chief Counsel.

**Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)**

*Note: Applicable when tangible property or construction will be acquired*

**Section 15. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j).



**Section 39. Disputes, Breaches, Defaults, and Litigation.**

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- (b) Notification to FTA; *Flow Down Requirement*. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
  - (3) *Additional Notice to U.S. DOT Inspector General*. The Subrecipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located, if the Subrecipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Subrecipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Subrecipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Subrecipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA’s prior written concurrence.
- (d) Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

**Applicable to Awards exceeding \$100,000 by Statute**

From Section 4. Ethics.

- a. Lobbying Restrictions. The Subrecipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the underlying Agreement, including any extension or modification, according to the following:
- (1) Laws, Regulations, Requirements, and Guidance. This includes:
    - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
    - (ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
    - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
  - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient’s or Subrecipient’s proper official channels.

**Section 26. Environmental Protections – Clean Air and Clean Water**

- (d) Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”

**Applicable with the Transfer of Property or Persons****Section 15. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

- (a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (c) Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR part 381; and
- (d) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 CFR §§ 301-10.131 – 301-10.143.

**Applicable to Construction Activities****Section 24. Employee Protections.**

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the underlying Agreement, including the:
- (1) Prevailing Wage Requirements of:
- (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA’s “Davis-Bacon Related Act”);
- (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- (iii) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.
- (2) Wage and Hour Requirements of:
- (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
- (ii) U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.
- (3) “Anti-Kickback” Prohibitions of:
- (i) Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- (ii) Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- (iii) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR part 3.
- (4) Construction Site Safety of:
- (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
- (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR part 1904; “Occupational Safety and Health Standards,” 29 CFR part 1910; and “Safety and Health Regulations for Construction,” 29 CFR part 1926.

From Section 16

- (n) Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
- (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
  - (2) Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

- (b) Seismic Safety. The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically, 49 CFR § 41.117.

Section 12 Civil Rights D(3)

Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (i.) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60, and
- (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

#### **Applicable to Nonconstruction Activities**

From Section 24. Employee Protections

- (b) Awards Not Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

#### **Applicable to Transit Operations**

- a. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
- (1) U.S. DOL Certification. When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the underlying Agreement and that the Subrecipient must comply with its terms and conditions.
  - (2) Special Warranty. When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the underlying Agreement and the Subrecipient must comply with its terms and conditions.
  - (3) Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors

(elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

### **Section 28. Charter Service.**

- (a) **Prohibitions.** The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 CFR part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.
- (b) **Exceptions.** Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
  - (1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
  - (2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- (c) **Violations.** If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 CFR part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

### **Section 29. School Bus Operations.**

- (a) **Prohibitions.** The Subrecipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 CFR part 605, and any other applicable federal “School Bus Operations” laws, regulations, federal requirements, or applicable federal guidance.
- (b) **Violations.** If a Subrecipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Subrecipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Subrecipient or Third Party Participant from receiving federal transit assistance.

From Section 35 Substance Abuse

#### **c. Alcohol Misuse and Prohibited Drug Use.**

- (1) **Requirements.** The Subrecipient agrees to comply and assures that its Third Party Participants will comply with:
  - (i) Federal transit laws, specifically 49 U.S.C. § 5331;
  - (ii) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655; and
  - (iii) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR part 40.
- (2) **Remedies for Non-Compliance.** The Subrecipient agrees that if FTA determines that the Subrecipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR part 655, the Federal Transit Administrator may bar that Subrecipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

### **Applicable to Planning, Research, Development, and Documentation Projects**

#### **Section 17. Patent Rights.**

- a. **General.** The Subrecipient agrees that:
  - (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;

- (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the underlying Agreement; or
  - (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Subrecipient agrees that:
- (1) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
  - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR part 401.
- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

### Section 18. Rights in Data and Copyrights.

- (a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying Agreement.
- (b) *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the Agreement:
  - (1) *Prohibitions.* The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
  - (2) *Exceptions.* The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) *Federal Rights in Data and Copyrights.* The Subrecipient agrees that:
  - (1) *General.* It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
  - (2) *U.S. DOT Public Access Plan – Copyright License.* The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third Party Participants. Therefore, the Subrecipient agrees that:
  - (1) *Publicly Available Report.* When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
  - (2) *Other Reports.* It must provide other reports related to the Award that FTA may request.

- (3) *Availability of Subject Data.* FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
- (4) *Identification of Information.* It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
- (5) *Incomplete.* If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes “subject data” and must be delivered as the Federal Government may direct.
- (6) *Exception.* This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient’s use and acquired with FTA capital program assistance.
- (e) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with federal applicable requirements.
- (f) *Hold Harmless.* Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government’s officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) *Data Developed Without Federal Assistance or Support.* The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked “Proprietary,” or “Confidential.”
- (i) *Requirements to Release Data.* The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
- (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
  - (2) The U.S. DOT Common Rules,
  - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board’s (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>, or
  - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

### **Miscellaneous Special Requirements**

From Section 12. Civil Rights.

- (e) *Disadvantaged Business Enterprise.* To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Agreement as follows:
- (1) *Statutory and Regulatory Requirements.* The Subrecipient agrees to comply with:
    - (i) Section 11101(e) of IIJA;
    - (ii) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR part 26; and
    - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

- (2) *DBE Program Requirements.* A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 the requirements of 49 CFR part 26.
- (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM).* The Subrecipient agrees that:
- (i) *TVM Certification.* Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR part 26; and
  - (ii) *Reporting TVM Awards.* Within 30 days of any third party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
- (4) *Assurance.* As required by 49 CFR § 26.13(a):
- (i) *Recipient Assurance.* The Subrecipient agrees and assures that:
    - (A) It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26;
    - (B) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
    - (C) Its DBE program, as required under 49 CFR part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
    - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
  - (ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance.* The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
    - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26;
    - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
    - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable; and
    - (D) The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) *Remedies.* Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- (h) *Nondiscrimination on the Basis of Disability.* The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
    - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
    - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply,;but

- (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
- (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
  - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
  - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;
  - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
  - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
  - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
  - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
  - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
  - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
  - (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
  - (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
  - (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609,
  - (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
  - (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

## **Section 16. Procurement.**

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The Subrecipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
  - (2) To comply with the applicable U.S. DOT Common Rules; and
  - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

## **State Requirements**

### **Section 37. Special Notification Requirements for States.**

- (a) *Types of Information.* To the extent required under federal law, the State, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- (b) *Documents.* The State agrees to provide the information required under this provision in the following documents:
- (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.



## EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Subrecipient in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Subrecipient. All items may not apply to your particular entity. State's goal is to reimburse Subrecipients as quickly as possible and a well organized and complete billing packet helps to expedite payment.

**Verification of Payment –**

- ✓ General Ledger Report must have the following:
  - Identify check number or EFT number;
  - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
  - In-Kind (must be pre-approved by State) and/or cash match;
  - Date of the report;
  - Accounting period;
  - Current period transactions; and
  - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
  - copies of checks;
  - check registers; and
  - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party *before* State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

**In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FTA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

**Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

**Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
  - Copy of Financial Statement;
  - Personnel Cost Worksheet;
  - State of Employee Benefits; and
  - Cost Policy Statement.

## STATE OF COLORADO SUBAWARD AGREEMENT COVER PAGE

<b>State Agency</b> Department of Transportation	<b>Agreement Number / PO Number</b> Routing #: 25-HTR-ZL-00137 PO #: 491003825
<b>Subrecipient</b> Eagle Valley Transportation Authority (EVTA) dba Core Transit	<b>Agreement Performance Beginning Date</b> The Effective Date  <b>Initial Agreement Expiration Date</b> December 31, 2025
<b>Subaward Agreement Amount</b> Federal Funds-Administrative Maximum Amount (80%)                      \$44,640.00 Local Funds-Administrative Local Match Amount (20%)                   \$11,160.00  Federal Funds-Operating Maximum Amount (50%)                      \$401,776.00 Local Funds-Operating Local Match Amount (50%)                   \$401,776.00  Agreement Total                                    \$859,352.00	<b>Fund Expenditure End Date</b> December 31, 2025  <b>Agreement Authority</b> Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.
<b>Agreement Purpose</b> In accordance with 49 USC §5311, the purpose of this Agreement is to provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The work to be completed under this Agreement by the Subrecipient is more specifically described in Exhibit A.	
<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 – Statement of Work and Budget.</li> <li>2. Exhibit B – Sample Option Letter.</li> <li>3. Exhibit C – Federal Provisions.</li> <li>4. Exhibit D – Required Federal Contract/Agreement Clauses.</li> <li>5. Exhibit E – Verification of Payment.</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. Exhibit C – Federal Provisions.</li> <li>2. Exhibit D – Required Federal Contract/Agreement Clauses.</li> <li>3. Colorado Special Provisions in §17 of the main body of this Agreement.</li> <li>4. The provisions of the other sections of the main body of this Agreement.</li> <li>5. Exhibit A – Statement of Work and Budget.</li> <li>6. Executed Option Letters (if any).</li> </ol>	
<b>Principal Representatives</b> For the State: Erin Kelican Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Erin.Kelican@state.co.us	For Subrecipient: Tanya Allen Eagle Valley Transportation Authority (EVTA) dba Core Transit 3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637 tanya.allen@coretransit.org

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>SUBRECIPIENT</b></p> <p style="text-align: center;">Eagle Valley Transportation Authority (EVTA) dba Core Transit</p> <p style="text-align: center;">By: _____ Earle Bidez, Board Chair</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <p style="text-align: center;">By: _____ Keith Stefanik PE, Chief Engineer</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">_____ By: Department of Transportation</p> <p style="text-align: center;">Effective Date: _____</p>	

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### 1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

#### B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

#### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

#### D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

## E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i**.

## i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

## ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in **§12.A.i.a**.

## iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

## F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. “**Effective Date**” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. “**End of Term Extension**” means the time period defined in §2.D.
- J. “**Exhibits**” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. “**Extension Term**” means the time period defined in §2.C.
- L. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. “**FTA**” means Federal Transit Administration.
- O. “**Goods**” means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. “**Initial Term**” means the time period defined in §2.B.
- S. “**Master Agreement**” means the FTA Master Agreement document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. “**Matching Funds**” (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. “**Party**” means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- V. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- W. “**Recipient**” means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. “**Services**” means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party

who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- AA. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Records”** means any and all State data, information, and records regardless of physical form.
- CC. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- DD. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- EE. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Contractor is a Subrecipient.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

#### 4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

#### 5. PAYMENTS TO SUBRECIPIENT

##### A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

## ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

## iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Subrecipient and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

## iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Subrecipient shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

## v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

## C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

## D. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of §5, this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2)



federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
  - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
  - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

#### E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

### 6. REPORTING - NOTIFICATION

#### A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

#### B. Litigation Reporting

If Subrecipient is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

#### C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

#### D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting

the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## **7. SUBRECIPIENT RECORDS**

### **A. Maintenance**

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

### **B. Inspection**

Subrecipient shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### **C. Monitoring**

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

### **D. Final Audit Report**

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **8. CONFIDENTIAL INFORMATION - STATE RECORDS**

### **A. Confidentiality**

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

### **B. Other Entity Access and Nondisclosure Agreements**

Subrecipient may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Subrecipient shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Subrecipient shall provide the State with access, subject to Subrecipient's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Subrecipient shall make all modifications as directed by the State. If Subrecipient cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or

provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

**B. Apparent Conflicts of Interest**

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

**C. Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

**D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.**

**10. INSURANCE**

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

**A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

**B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**D. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

**E. Primacy of Coverage**

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

**F. Cancellation**

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with §14 within seven days of Subrecipient's receipt of such notice.

**G. Subrogation Waiver**

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**H. Public Entities**

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

**I. Certificates**

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF AGREEMENT**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Subrecipient is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**12. REMEDIES****A. State's Remedies**

If Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

**i. Termination for Breach of Agreement**

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this

entire Agreement or any part of this Agreement. Subrecipient shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Subrecipient shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Subrecipient shall, as approved by the State (i) secure that right to use such Work for the State and Subrecipient; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

**B. Subrecipient's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

**A. Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Subrecipient for resolution.

**B. Resolution of Controversies**

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. NOTICES and REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

**B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive

property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. GENERAL PROVISIONS**

A. Assignment

Subrecipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures



If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Indemnification

i. General Indemnification

Subrecipient shall indemnify, save, and hold harmless the State, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Subrecipient, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Subrecipient in violation of §8 may be cause for legal action by third parties against Subrecipient, the State, or their respective agents. Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Subrecipient, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Subrecipient shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or

interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

**[Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

**EXHIBIT A, STATEMENT OF WORK AND BUDGET**

<b>Project Description*</b>		2025-5311: Admin & Operating					
<b>Federal Awarding Agency</b>			Federal Transit Administration (FTA)				
<b>Federal Regional Contact</b>			Cindy Terwilliger				
<b>Year of Funding and Federal Funding Source</b>			FFY 2024 FTA-5311				
<b>CFDA Title</b>		Formula Grants for Rural Areas Program					
<b>CFDA #</b>		20.509		<b>FAIN**</b>		To Be Determined	
<b>Federal Award Date**</b>			To Be Determined				
<b>Project End Date</b>			December 31, 2025				
<b>Subrecipient</b>		Eagle Valley Transportation Authority (EVTA) dba Core Transit		<b>UEID #</b>		J2P4UP7CRH49	
<b>Contact Name</b>		Tanya Allen		<b>Vendor #</b>		2100915	
<b>Address</b>		3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637		<b>Phone #</b>		(970) 376-2088	
<b>Email</b>		tanya.allen@coretransit.org		<b>Indirect Rate</b>		NA	
<b>Total Project Budget</b>						<b>\$859,352.00</b>	
<b>Budget</b>	<b>WBS***</b>	<b>ALI</b>	<b>Federal Funds</b>		<b>Local Funds</b>		<b>Total</b>
Administrative	24-11-5044.EVTA.620	11.79.00	80%	\$44,640.00	20%	\$11,160.00	\$55,800.00
Operating	24-11-4044.EVTA.300	30.09.01	50%	\$401,776.00	50%	\$401,776.00	\$803,552.00
<b>Total Project Amount Encumbered via this Subaward Agreement</b>						<b>\$859,352.00</b>	

\*This is not a research and development grant.

\*\*The FAIN and/or Federal Award Date are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT’s transit awards management system, and will be provided to EVTA there once obtained.

\*\*\*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

**A. Project Description**

EVTA shall use FTA-5311 funds, along with local matching funds, to maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);
3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above for calendar year 2025 (January 1 – December 31).

**B. Performance Standards**

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Initial Reimbursement Request in COTRAMS	2/15/2025
Submit Progress Reports to Project Manager	4/28/2025
Submit Final Reimbursement Request in COTRAMS	12/31/2025
<b>IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Subaward Agreement: <b>December 31, 2025.</b></b>	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. EVTA shall report to the CDOT Project Manager whenever one or more of the following occurs:
  - a. Budget or schedule changes;
  - b. Scheduled milestone or completion dates are not met;
  - c. Identification of problem areas and how the problems will be resolved; and/or
  - d. Expected impacts and the efforts to recover from delays.
  
3. EVTA shall report on performance using the Program Measure Report in COTRAMS:
  - a. Performance measures established for the FTA Section 5311 Program (*Funds Expended, Fare Revenues, Sources of Expended Funds, Service Data, and Volunteer Resources*) will be tracked and reported on by EVTA.
  
4. Performance will be reviewed based on:
  - a. Completion of quarterly 5311 Program Measure Reports in COTRAMS, and
  - b. Completion of the annual National Transit Database (NTD) Report.
  
5. 5311 Program Measure Reports shall be submitted in COTRAMS by EVTA on or before the following due dates:
  - a. Quarter 1 due April 28<sup>th</sup>;
  - b. Quarter 2 due July 28<sup>th</sup>;
  - c. Quarter 3 due October 28<sup>th</sup>; and
  - d. Annual Report, including Quarter 4, due January 28<sup>th</sup>.
  
6. EVTA shall assist CDOT with Disadvantaged Business Enterprise (DBE) reporting to FTA by using the biannual FTA DBE Report in COTRAMS to report:
  - a. Contracts awarded, payments made, and contracts completed between EVTA and prime contractors; and
  - b. Contracts awarded, payments made, and contracts completed between EVTA’s prime contractors and their subcontractors.
  
7. DBE Program Measure Reports shall be submitted in COTRAMS by EVTA on or before the following due dates:
  - a. Quarter 4 – Quarter 1 (for October 1 – March 31) due April 28<sup>th</sup>; and
  - b. Quarter 2 – Quarter 3 (for April 1 – September 30) due October 28<sup>th</sup>.

**C. Project Budget**

1. The Total Project Budget is \$859,352.00. CDOT will pay no more than 80% of the eligible, actual administrative costs, up to the maximum amount of \$44,640.00, and no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$401,776.00. CDOT will retain any remaining balance of the federal share of FTA-5311 Funds. EVTA shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$44,640.00 (80%) for administrative costs and \$401,776.00 (50%) for operating costs, and matching Local Funds of \$11,160.00 (20%) for administrative costs and \$401,776.00 (50%) for operating costs, will be encumbered for this Subaward Agreement.

2. No refund or reduction of the amount of EVTA's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. EVTA may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. EVTA's share, together with the Federal Funds share, shall be enough to ensure payment of Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. EVTA shall initiate and prosecute to completion all actions necessary to enable EVTA to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

**D. Allowable Costs**

1. EVTA shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476; FTA C 5010.1 Chapter VI: Financial Management; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.
2. EVTA's operating expenses are those costs directly related to system operations. EVTA at a minimum, should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If EVTA elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

**E. Reimbursement Eligibility**

1. EVTA must submit invoice(s) monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Subaward Agreement.
2. Reimbursement requests must be within the limits of Section D., Allowable Costs, of this Subaward Agreement. EVTA will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. EVTA shall submit the final request for reimbursement within sixty (60) calendar days of December 31, 2025, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) days of issuance of the final reimbursement payment.

**F. Training**

In an effort to enhance transit safety, EVTA and any subrecipients and subcontractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, EVTA shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

**G. Restrictions on Lobbying**

EVTA is certifying that it complies with 2 CFR 200.450 by entering into this Subaward Agreement.

**H. Special Conditions**

1. EVTA shall comply with all requirements imposed by CDOT on EVTA so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. EVTA shall permit CDOT and their auditors to have access to EVTA's records and financial statements as necessary, with reasonable advance notice.
3. EVTA shall comply with the record retention requirements outlined in 2 CFR 200.334 and FTA C 5010.1.
4. EVTA shall not request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
5. EVTA shall obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
6. EVTA shall advertise its service as available to the general public and shall not explicitly limit service by trip purpose or client type.
7. EVTA shall comply with FTA Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
8. EVTA shall ensure subcontractors and subrecipients (if any) comply with FTA Drug and Alcohol Regulations.
9. EVTA shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
10. EVTA shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and FTA Circular 4702.1, "Title VI Requirements and Guidelines for FTA Recipients." EVTA shall also facilitate FTA's compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with FTA Circular 4703.1 "Environmental Justice Policy Guidance for Federal Transit Administration Recipients."
11. EVTA shall provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
12. EVTA shall ensure that it does or will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, EVTA shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
13. EVTA shall develop and maintain an Americans with Disabilities Act (ADA) Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
14. EVTA shall agree to maintain documentation that supports compliance with the ADA and produce said documentation to CDOT upon request.



15. EVTA will adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d). EVTA shall maintain and report annually all information required by NTD and any other financial, fleet, or service data.
16. EVTA shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR part 26 and CDOT's DBE program.
17. EVTA agrees that any incidental use (e.g. meal or package delivery) shall not reduce the quality or availability of its regular public transportation service.

**EXHIBIT B, SAMPLE OPTION LETTER**

<b>State Agency</b> Department of Transportation	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Subrecipient</b> Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Agreement Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Subaward Agreement Amount</b> Federal Funds Maximum Amount (%) \$0.00	<b>Option Agreement Number</b> Insert CMS number or Other Contract Number of this Option
Local Funds Local Match Amount (%) \$0.00	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or Month, Day, Year
Agreement Total \$0.00	<b>Current Agreement Expiration Date</b> Month, Day, Year

1. **OPTIONS:**
  - A. Option to extend for an Extension Term or End of Term Extension.
2. **REQUIRED PROVISIONS:**
  - A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
  - A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  Department of Transportation                  Shoshana M. Lew, Executive Director</p> <p>By: _____                  Name: _____                  Title: _____                  Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Department of Transportation</p> <p>Option Letter Effective Date: _____</p>
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## EXHIBIT C, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

## **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **6. REPORTING.**

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]****9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

**11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
  - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).



- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**EXHIBIT D, REQUIRED FEDERAL CONTRACT/AGREEMENT CLAUSES****Section 3(l) – No Federal government obligations to third-parties by use of a disclaimer**

No Federal/State Government Commitment or Liability to Third Parties. Except as the Federal Government or CDOT expressly consents in writing, the Subrecipient agrees that:

- (1) The Federal Government or CDOT does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third party Participant at any tier, or to any other person or entity that is not a party (FTA, CDOT or the Subrecipient) to the underlying Agreement, and
- (2) Notwithstanding that the Federal Government or CDOT may have concurred in or approved any Solicitation or Third party Agreement at any tier that may affect the underlying Agreement, the Federal Government and CDOT does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA, CDOT, or the Subrecipient) to the underlying Agreement.

**Section 4(f) – Program fraud and false or fraudulent statements and related acts**

False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Subrecipient acknowledges and agrees that:
  - (a) Federal laws, regulations, and requirements apply to itself and its Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31.
  - (b) By executing the Agreement, the Subrecipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Subrecipient provides to the Federal Government and CDOT.
  - (c) The Federal Government and CDOT may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Subrecipient presents, submits, or makes available any false, fictitious, or fraudulent information.
- (2) Criminal Fraud. The Subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

**Section 9. Record Retention and Access to Sites of Performance.**

- (a) Types of Records. The Subrecipient agrees that it will retain, and will require its Third party Participants to retain, complete and readily accessible records related in whole or in part to the underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Subrecipient agrees to comply with the record retention requirements in the applicable U.S. OT Common Rule. Records pertaining to its Award, the accompanying underlying Agreement, and any Amendments thereto must be retained from the day the underlying Agreement was signed by the authorized FTA (or State) official through the course of the Award, the accompanying Agreement, and any Amendments thereto until three years after the Subrecipient has submitted its last or final expenditure report, and other pending matters are closed.
- (c) Access to Recipient and Third party Participant Records. The Subrecipient agrees and assures that each Subrecipient, if any, will agree to:
  - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Subrecipient and each of its Subrecipients,
  - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Subrecipient or Third party Participant within books, records, accounts, or other locations, and
  - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.
- (e) Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

## 3(G) – Federal Changes

Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Agreement or this Master Agreement. At the time the FTA Authorized Official (or CDOT) awards federal assistance to the Subrecipient in support of the Agreement, the federal requirements and guidance that apply then may be modified from time to time and will apply to the Subrecipient or the accompanying Agreement, except as FTA determines otherwise in writing.

## 12 – Civil Rights

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Subrecipient agrees to, and assures that each Third party Participant, will:

- (1) Prohibit discrimination on the basis of race, color, or national origin,
- (2) Comply with:
  - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.;
  - (ii) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21; and
  - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
  - (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
  - (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3; and
  - (iii) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The Subrecipient agrees to, and assures that each Third Party Participant will prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
  - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.;
  - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
  - (iii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
  - (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the Master Agreement;
  - (v) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and
  - (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- (2). Specifics. The Subrecipient agrees to, and assures that each Third Party Participant will:
  - (i) Affirmative Action. Take affirmative action that includes, but is not limited to:
    - (A) Recruitment advertising, recruitment, and employment;
    - (B) Rates of pay and other forms of compensation;
    - (C) Selection for training, including apprenticeship, and upgrading; and
    - (D) Transfers, demotions, layoffs, and terminations; but
  - (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
  - (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60; and
  - (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

(h) Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:

- (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
  - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
    - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
    - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
  - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
  - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
  - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;
  - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
  - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
  - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
  - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
  - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
  - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
  - (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
  - (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
  - (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609;
  - (x) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
  - (xi) Other applicable federal civil rights and nondiscrimination regulations and guidance.

#### Incorporation of FTA Terms – 16.a.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
  - (2) To comply with the applicable U.S. DOT Common Rules; and
  - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### Energy Conservation – 26.j

- (a) Energy Conservation. The Subrecipient agrees to, and assures that its Subrecipients, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR part 622, subpart C.

#### **Applicable to Awards exceeding \$10,000**

#### **Section 11. Right of the Federal Government to Terminate.**

- (a) Justification. After providing written notice to the Subrecipient, the Subrecipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

- (1) The Subrecipient has failed to make reasonable progress implementing the Award;
  - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
  - (3) The Subrecipient has violated the terms of the Agreement, especially if that violation would endanger substantial performance of the Agreement.
- (b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Subrecipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Agreement, and require the Subrecipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

#### **Applicable to Awards exceeding \$25,000**

From Section 4. Ethics.

- (a) Debarment and Suspension. The Subrecipient agrees to the following:
- (1) It will comply with the following requirements of 2 CFR part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR part 1200.
  - (2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by-
    - (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200;
    - (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” 2 CFR part 180; and
    - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Subrecipients or Third Party Participants.
  - (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR part 1200.
  - (4) It will that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
  - (5) If the Subrecipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Subrecipient will provide immediate written notice to the:
    - (i) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the underlying Agreement,
    - (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
    - (iii) FTA Chief Counsel.

#### **Applicable to Awards exceeding the simplified acquisition threshold (\$100,000-see Note)**

*Note: Applicable when tangible property or construction will be acquired*

#### **Section 15. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j).

#### **Section 39. Disputes, Breaches, Defaults, and Litigation.**

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

- (b) Notification to FTA; *Flow Down Requirement*. If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
  - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
  - (3) *Additional Notice to U.S. DOT Inspector General*. The Subrecipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Subrecipient is located, if the Subrecipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Subrecipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Subrecipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Subrecipient, including divisions tasked with law enforcement or investigatory functions.
- (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA’s prior written concurrence.
- (d) Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

#### **Applicable to Awards exceeding \$100,000 by Statute**

From Section 4. Ethics.

- a. Lobbying Restrictions. The Subrecipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the underlying Agreement, including any extension or modification, according to the following:
- (1) Laws, Regulations, Requirements, and Guidance. This includes:
    - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
    - (ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
    - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
  - (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Subrecipient’s or Subrecipient’s proper official channels.

Section 26. Environmental Protections – Clean Air and Clean Water

- (d) Other Environmental Federal Laws. The Subrecipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean



Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

### **Applicable with the Transfer of Property or Persons**

#### **Section 15. Preference for United States Products and Services.**

Except as the Federal Government determines otherwise in writing, the Subrecipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- (a) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (c) Cargo Preference. Preference – Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR part 381; and
- (d) Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 – 301-10.143.

### **Applicable to Construction Activities**

#### **Section 24. Employee Protections.**

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the underlying Agreement, including the:
  - (1) Prevailing Wage Requirements of:
    - (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
    - (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
    - (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
  - (2) Wage and Hour Requirements of:
    - (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
    - (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
  - (3) "Anti-Kickback" Prohibitions of:
    - (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
    - (ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
    - (iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR part 3.
  - (4) Construction Site Safety of:
    - (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
    - (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

From Section 16

- (n) Bonding. The Subrecipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
  - (1) Construction. As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.

- (2) Activities Not Involving Construction. For each Project or related activities implementing the Agreement not involving construction, the Subrecipient will not impose excessive bonding and will follow FTA guidance.

From Section 23

- (b) Seismic Safety. The Subrecipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically, 49 CFR § 41.117.

Section 12 Civil Rights D(3)

Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

- (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and
- (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

### **Applicable to Nonconstruction Activities**

From Section 24. Employee Protections

- (b) Awards Not Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.

### **Applicable to Transit Operations**

- a. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
  - (1) U.S. DOL Certification. When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the underlying Agreement and that the Subrecipient must comply with its terms and conditions.
  - (2) Special Warranty. When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the underlying Agreement and the Subrecipient must comply with its terms and conditions.
  - (3) Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by- case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

### **Section 28. Charter Service.**

- (a) Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g),

and (r), FTA regulations, "Charter Service," 49 CFR part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.

- (b) Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
- (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Subrecipient uses that federal assistance for FTA program purposes only, and
  - (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Subrecipient uses that federal assistance for program purposes only.
- (c) Violations. If it or any Third Party Participant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

### **Section 29. School Bus Operations.**

- (a) *Prohibitions.* The Subrecipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, "School Bus Operations," 49 CFR part 605, and any other applicable federal "School Bus Operations" laws, regulations, federal requirements, or applicable federal guidance.
- (b) *Violations.* If a Subrecipient or any Third Party Participant has operated school bus service in violation of FTA's School Bus laws, regulations, or requirements, FTA may require the Subrecipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Subrecipient or Third Party Participant from receiving federal transit assistance.

From Section 35 Substance Abuse

#### **c. Alcohol Misuse and Prohibited Drug Use.**

- (1) Requirements. The Subrecipient agrees to comply and assures that its Third Party Participants will comply with:
  - (i) Federal transit laws, specifically 49 U.S.C. § 5331;
  - (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655; and
  - (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR part 40.
- (2) Remedies for Non-Compliance. The Subrecipient agrees that if FTA determines that the Subrecipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR part 655, the Federal Transit Administrator may bar that Subrecipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

### **Applicable to Planning, Research, Development, and Documentation Projects**

#### **Section 17. Patent Rights.**

- a. General. The Subrecipient agrees that:
- (1) Depending on the nature of the Agreement, the Federal Government may acquire patent rights when the Subrecipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;
  - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the underlying Agreement; or
  - (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Subrecipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- b. Federal Rights. The Subrecipient agrees that:

- (1) Its rights and responsibilities, and each Third Party Participant's rights and responsibilities, in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof, and
  - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Subrecipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR part 401.
- c. License Fees and Royalties. Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with applicable federal requirements.

### **Section 18. Rights in Data and Copyrights.**

- (a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying Agreement.
- (b) *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the Agreement:
  - (1) *Prohibitions.* The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
  - (2) *Exceptions.* The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) *Federal Rights in Data and Copyrights.* The Subrecipient agrees that:
  - (1) *General.* It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
  - (2) *U.S. DOT Public Access Plan – Copyright License.* The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third Party Participants. Therefore, the Subrecipient agrees that:
  - (1) *Publicly Available Report.* When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
  - (2) *Other Reports.* It must provide other reports related to the Award that FTA may request.
  - (3) *Availability of Subject Data.* FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
  - (4) *Identification of Information.* It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
  - (5) *Incomplete.* If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.

- (6) *Exception.* This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient's use and acquired with FTA capital program assistance.
- (e) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with federal applicable requirements.
- (f) *Hold Harmless.* Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) *Data Developed Without Federal Assistance or Support.* The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- (i) *Requirements to Release Data.* The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
- (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
  - (2) The U.S. DOT Common Rules,
  - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>, or
  - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

### **Miscellaneous Special Requirements**

From Section 12. Civil Rights.

- (e) *Disadvantaged Business Enterprise.* To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
- (1) *Statutory and Regulatory Requirements.* The Subrecipient agrees to comply with:
    - (i) Section 11101(e) of IIIA;
    - (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26; and
    - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
  - (2) *DBE Program Requirements.* A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 the requirements of 49 CFR part 26.
  - (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM).* The Subrecipient agrees that:
    - (i) *TVM Certification.* Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR part 26; and
    - (ii) *Reporting TVM Awards.* Within 30 days of any third party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award

management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

- (4) *Assurance*. As required by 49 CFR § 26.13(a):
- (i) *Recipient Assurance*. The Subrecipient agrees and assures that:
    - (A) It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26;
    - (B) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
    - (C) Its DBE program, as required under 49 CFR part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
    - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
  - (ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance*. The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
    - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26;
    - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
    - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable; and
    - (D) The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) *Remedies*. Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- (h) *Nondiscrimination on the Basis of Disability*. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
    - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
    - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
      - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
      - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
    - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
    - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
    - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
  - (2) Federal regulations and guidance, including:

- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
- (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR part 1192 and 49 CFR part 38;
- (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR part 39;
- (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR part 35;
- (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR part 36;
- (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630;
- (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR part 64, Subpart F;
- (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194;
- (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609,
- (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

#### **Section 16. Procurement.**

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The Subrecipient agrees:
  - (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
  - (2) To comply with the applicable U.S. DOT Common Rules; and
  - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

#### **State Requirements**

##### **Section 37. Special Notification Requirements for States.**

- (a) *Types of Information.* To the extent required under federal law, the State, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
  - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- (b) *Documents.* The State agrees to provide the information required under this provision in the following documents:
  - (1) applications for federal assistance, (2) requests for proposals, or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## EXHIBIT E, VERIFICATION OF PAYMENT

This checklist is to assist the Subrecipient in preparation of its billing packets to State. This checklist is provided as guidance and is subject to change by State. State shall provide notice of any such changes to Subrecipient. All items may not apply to your particular entity. State’s goal is to reimburse Subrecipients as quickly as possible and a well organized and complete billing packet helps to expedite payment.

**Verification of Payment –**

- ✓ General Ledger Report must have the following:
  - Identify check number or EFT number;
  - If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
  - In-Kind (must be pre-approved by State) and/or cash match;
  - Date of the report;
  - Accounting period;
  - Current period transactions; and
  - Account coding for all incurred expenditures.
- ✓ If no General Ledger Report, all of the following are acceptable:
  - copies of checks;
  - check registers; and
  - paycheck stub showing payment number, the amount paid, the check number or electronic funds transfer (EFT), and the date paid.
- ✓ State needs to ensure that expenditures incurred by the local agencies have been paid by Party ***before*** State is invoiced by Party.
- ✓ Payment amounts should match the amount requested on the reimbursement. Additional explanation and documentation is required for any variances.

**In-Kind or Cash Match – If an entity wishes to use these types of match, they must be approved by State prior to any Work taking place.**

- ✓ If in-kind or cash match is being used for the Local Match, the in-kind or cash match portion of the project must be included in the project application and the statement of work attached to the Agreement or purchase order. FTA does not require pre-approval of in-kind or cash match, but State does.
- ✓ General ledger must also show the in-kind and/or cash match.

**Indirect costs – If an entity wishes to use indirect costs, the rate must be approved by State prior to applying it to the reimbursements.**

- ✓ If indirect costs are being requested, an approved indirect letter from State or your cognizant agency for indirect costs, as defined in 2 CCR §200. 19, must be provided. The letter must state what indirect costs are allowed, the approved rate and the time period for the approval. The indirect cost plan must be reconciled annually and an updated letter submitted each year thereafter.

**Fringe Benefits- Considered part of the Indirect Cost Rate and must be reviewed and approved prior to including these costs in the reimbursements.**

- ✓ Submit an approval letter from the cognizant agency for indirect costs, as defined in 2 CCR §200. 19, that verifies fringe benefit, or
- ✓ Submit the following fringe benefit rate proposal package to State Audit Division:
  - Copy of Financial Statement;
  - Personnel Cost Worksheet;
  - State of Employee Benefits; and
  - Cost Policy Statement.



**To:** Core Transit Board

**From:** Tanya Allen, Executive Director | Scott Robinson, Deputy Director | Lance Trujillo, Director of Innovation & IT | Aryn Schlichting, Director of People & Culture | Dayana Herr, Marketing, Communications & Customer Experience Manager | Dave Levy, Planning Manager

**RE:** Core Transit Admin Division Report – February 12, 2025

**Meeting Date:** 2/12/2025

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## **PEOPLE & CULTURE REPORT**

### **Organizational Development**

On January 14<sup>th</sup> we kicked off our organizational development project with consultant Dr. Karah Maloley. She has been working closely with our team to better understand our culture, priorities, and needs – meeting one-on-one with a group of directors, managers, supervisors, dispatchers, operators and our driver committee. After these meetings she distributed an anonymous survey, and job shadowed a road supervisor in Avon and Vail to gain valuable insights into our day-to-day work.

Dr. Maloley is now compiling the results and preparing a summary to help guide the next steps in our growth as an organization. These findings will be shared at our upcoming Board Retreat and communicated back to staff as we plan for the future together.

Our leadership team values a culture of open feedback. By listening to our employees, we can make meaningful improvements that strengthen our organization, enhance service, and create a workplace where everyone thrives. We appreciate staff spending time to participate in this process.

## **Employee Performance**

In January we launched our pilot performance assessment program, which we are calling 'Performance Insights'. The initial rollout is focused on the Open Range Pay Grade (administration & management positions). Managers were asked to schedule one-on-one meetings to review their employee's performance, have open discussions about expectations and goals, share honest feedback about how things are going, and document these conversations for the employee's file. The launch of this program for Open Range positions is just the first step in a larger project to develop a performance evaluation process for all positions in the organization. Our goal is to build a culture where feedback is welcomed, expectations are clear, and honest dialogue helps us develop as individuals and a team.

## **Recruitment and Onboarding**

We continue to staff remaining open positions on our team, with a new Guest Service Supervisor (started February 3<sup>rd</sup>) and a Planner II/Scheduler (joining the team on March 3<sup>rd</sup>). These new additions will enhance our public outreach efforts and improve our ability to understand and better address our community's transportation needs.

Recruitment is actively underway for a Finance Director, Operations Manager and a Safety & Training Supervisor. We look to attract top talent with our comprehensive benefits, strong workplace culture, and dedication to our transportation mission. Our interview process is designed to not only assess candidates' skills but also provide a transparent look at what it takes to help build and grow our organization.

Additionally, we continue to onboard 2-3 operators monthly to ensure we maintain full staffing levels and address turnover proactively. With housing currently at full capacity, we are now shifting our focus to find solutions that address this challenge and support our team's needs.

## FINANCE REPORT

With the change from cash basis reporting for Board packets in 2024 to accrual reporting in 2025 staff are working to close out the month of January 2025. The Board can expect month-end financials for January in the March Board packet. Along with the change from cash to accrual reporting, staff are also working to create reports in the new finance software that are formatted similarly to how financials have been presented in 2023 & 2024. While it most likely won't be a perfect match, the Board will still be presented with the same data.

### Sales Tax Returns

#### **Core Transit .5% Sales Tax Collections (Cash Basis)**

Month Deposited	2023 Actual	2024 Actual	2025 Budget	2025 Actual
January		738,938	730,000	691,889.04*
February		1,542,532	1,525,000	1,549,779**
March	1,500,564	1,472,487	1,465,000	
April	1,530,340	1,530,855	1,520,000	
May	1,633,223	1,615,388	1,600,000	
June	732,001	654,317	645,000	
July	613,184	606,827	600,000	
August	861,752	863,011	850,000	
September	1,042,918	1,104,288	1,100,000	
October	992,709	984,213	975,000	
November	918,907	873,477	865,000	
December	720,960	736,248	725,000	
TOTAL		12,722,581	12,600,000	

*\*The January 2025 deposit was below budget. In speaking with other sales tax collecting entities, they also saw a dip and attributed it to Thanksgiving being a week later than usual.*

*\*\*Still not deposited as of Feb 7, 2025, but expected based off DoR report.*

When you compare budget to actual for our first two deposits of the year, we're slightly down by \$13,332 or .59%.

**ECO Sales Tax Collections**  
**(Cash Basis)**

Month Deposited	2024 Actual	2025 Budget	2025 Actual
January		680,000	733,276.58*
February		1,425,000	
March		1,365,000	
April		1,415,000	
May		1,490,000	
June		605,000	
July		555,000	
August		795,000	
September		1,025,000	
October	948,652.58	905,000	
November	926,817.90	810,000	
December	776,023.84	678,000	
TOTAL		11,748,000	

*\*With the signing of the finance IGA with Eagle County in December 2024, staff expect the 2025 sales tax transfers to be above budget. Staff budgeted for 85% of the sales tax to be transferred and the finance IGA states 90%. The amount shown is also the net revenue which has the 1% treasurer fee deducted.*

**MARKETING & COMMUNICATIONS REPORT**

This month, the Marketing & Communications team focused on developing the Marketing Strategy Plan for 2025, which outlines

department goals, key projects, and advertising initiatives to enhance brand recognition and ridership.

## **Farebox Retirement Plan**

The first major initiative under this plan is the communication and execution of the farebox retirement. To ensure a smooth transition, we initiated a soft launch on January 13, informing riders that onboard cash payments will no longer be accepted by the end of March. Riders purchasing passes at the Vail Transportation Center (VTC) booth or the Gypsum office are personally informed about this change and introduced to alternative payment options, including our mobile fares app, smart card (loadable RFID card), and printed tickets for single rides and day passes.

Following this, we sent out a press release providing comprehensive details on the farebox retirement, including the timeline and implications for riders. The initial feedback from riders has been positive, with many acknowledging that alternative payment methods contribute to faster boarding and a more convenient pass purchasing experience.

We are actively gathering rider feedback to identify additional tools that can further support both riders and operators in their daily trips. To ensure broad awareness, we will install informative signage at all Gypsum and Leadville covered shelters, highlighting the transition away from cash payments and encouraging riders to adopt the available digital and smart card payment methods. Since our pole stops do not have space for additional signage, our operators will pay special attention to riders who pay with cash at these stops, using the farebox interaction as an opportunity to communicate the upcoming change.

We have also started our outreach to potential partner vendors in Gypsum and Leadville who can assist in selling and loading smart cards, making fare payment more accessible to the public.

## **10-Year Plan Survey Results**

In early January, we released the results of the Phase 1 public outreach and survey for Core Transit's 10-year plan. We are committed to ensuring that both survey participants and the broader public understand that their feedback is being carefully considered in shaping the future of transit in our region. Our team continues to integrate these insights into our planning efforts, reinforcing our dedication to a transit system that meets the evolving needs of our riders.

## **New Customer Service Supervisor**

We are excited to welcome Ericka Soto as our new Customer Service Supervisor. This position was created to expand and enhance our customer service efforts and provide additional support to our staff at the VTC. Ericka joined Core Transit on Monday, February 3, and will be undergoing her onboarding process throughout the first two weeks of February. Following this period, she will transition to the VTC, where she will be based for her role.

In her new position, Ericka will lead Core Transit's customer service initiatives, bringing valuable experience, bilingual skills, and insight to the team. Her role will be instrumental in upholding our commitment to being welcoming, accessible, dependable, and reliable.

Ericka brings an impressive background in customer service, with over 20 years of experience supporting businesses in the valley. Her previous roles with Eagle County and the Town of Gypsum have given her a deep understanding of our community's needs. Additionally, as a business owner and professional hairstylist, she has a proven ability to build strong connections and create positive experiences.

We are thrilled to have Ericka on board and look forward to the positive impact she will bring to our team and the riders we serve.

## **In the News/Blog Post**

[Announcing a Farewell to Accepting Cash Onboard Buses](#)

[Anunciamos la despedida del efectivo a bordo de nuestros autobuses.](#)

[Core Transit heads toward a cash-free future on buses](#)

[Core Transit avanza hacia un futuro donde no se utilice efectivo en los autobuses](#)

[Eagle County, Edwards officials discuss 'commons' complex and bus service](#)

[Vail Valley Partnership - Announcing a Farewell to Accepting Cash](#)

[Real Vail - Announcing a farewell to accepting cash onboard Core Transit buses](#)

[Lake County News: CORE Transit Announcing a Farewell to Accepting Cash Onboard Buses](#)

## **INNOVATION & IT REPORT**

### **Farebox Retirement**

The technology team is doing their part to help in the retirement of fareboxes. We are getting ready for the removal of the fareboxes and the changes required to collect ridership through our APC system. This effort includes certifying our APC system to be NTD compliant. The team is updating bus software and hardware and repairing any issues prior to the certification process. Coordination with ECG IT to backup data and terminate the farebox servers is another element of the retirement process.

### **New Printers**

New printers are on the way! The two primary printers at the Gypsum campus are over 10 years old and require expensive maintenance plans. There is a 3.5-to-4.5-year return on investment buying new printers

because a more affordable maintenance and supply plan will be included for the next 5 years. The cost of both printers was included in the 2025 budget.

### **Luminator mSet Video Surveillance Project**

The mSet project is progressing as planned. We have a new hosted server built and all active buses have been added to that site. Next steps include training staff and coordinating with ECG IT to terminate the old server. This project will move our current video surveillance project away from ECG servers.

Luminator provides our video surveillance equipment on all of our buses. Each of our buses are equipped with Apollo systems that consist of Digital Video Recorders (DVRs) and up to eight cameras. This system is essential in daily operations to review accidents, passenger and operator incidents and safety training. The mSet software is a hosted application that manages the video downloads from buses as needed.

## **PLANNING REPORT**

### **10 Year Plan - Alternatives Development and Phase II Public Outreach**

The first set of service alternatives has been drafted, evaluated by Core Transit Staff, and presented to the Technical Advisory Committee group (TAC) on February 4. Initial feedback will be used to advance viable alternatives for further discussion with the public and the Board.

The second phase of public outreach will run early March - early April. We will present the various service alternatives to the public and seek feedback through an online survey and four geographically and culturally diverse focus groups.

### **2025 Summer Schedule**

A first draft of the Summer 2025 schedule has been developed and evaluated by the Core Transit Staff. Schedule refinement will continue



as work begins on creating vehicle blocks, runcuts, and preparing our ITS for the schedule transition. The Summer 2025 schedule will begin service on April 14.

### **Youth Fare Free Transit Grant Program**

We are three months into our Youth Fare-Free Transit Grant program, for which we are receiving \$117,980.50 in state funds to cover transit fares for youth system wide. youth fares. We will receive our first quarterly reimbursement in March.

### **Planning Department Staff**

We are excited to announce that Kimber Walker will be joining us as our new Planner II on March 3. Kimber has already been working with us on a contract basis to develop our winter and summer schedules, both of which were well received by both riders and operators. Kimber brings an interest in creative problem solving and extensive operational experience from many years as a road supervisor with ECO Transit. His addition to the Planning Department solidifies our ability to work on schedule improvements year-round and increases the department's capacity to leverage transit and operational data, as well as on the road experience, into our decision-making.

## **DEPUTY DIRECTOR REPORT**

After an eight-month procurement and implementation, Tyler Technologies EPR Pro 10 is officially live as our new finance software. Our goal was to make a clean switch from the CRS software to our own for FY2025 and we were successful. This new system is key to our new finance culture of empowerment and accountability. Staff are able to view their department's spending as it relates to budget and use that information to make informed financial decisions.

The successful launch of this software while we transitioned between our Director of Finance position was possible because of the hard work from Vanesa Duarte, Mitzi Marquez and Kim Alex (CRS). Please join me

in thanking them for their hard work.

The Director of Finance recruitment has been moving along nicely with over 20 applicants. We began moving through the screening and interview process on January 31 and based on the quality of candidates we are seeing are hopeful we'll have our new Director of Finance starting with us in March 2025.

## **EXECUTIVE DIRECTOR REPORT**

### **Core Transit Interim Strategic Plan Implementation - 60 Day Look Ahead**

A short summary of current and planned activities over the next 60 days follows:

Strategic Priority	Current to Next 30 days	Within next 60 days
1. Build Core Transit's organizational structure and culture	<ul style="list-style-type: none"> <li>◆ Leadership and development survey and management retreat</li> <li>◆ Completed performance review process for open-range employees</li> <li>◆ Begin formal review of legacy housing program</li> </ul>	<ul style="list-style-type: none"> <li>◆ Resource housing program development and setting milestones</li> <li>◆ Evaluate open range performance process pilot</li> <li>◆ Develop review process for step-based positions</li> </ul>
2. Take action on transportation improvements	<ul style="list-style-type: none"> <li>◆ Continue work on backlogged PMs</li> <li>◆ Return of 1 refurbished bus</li> <li>◆ Focus on staffing shelter maintenance function/shelter maintenance RFP</li> </ul>	<ul style="list-style-type: none"> <li>◆ Prepare for future vehicle maintenance RFP process</li> <li>◆ Begin grant funded vehicle procurement (1 diesel/1 hybrid)</li> </ul>
3. Plan for the region's transportation future	<ul style="list-style-type: none"> <li>◆ Recurring PMT and TAC meetings</li> <li>◆ Board strategic planning retreat</li> </ul>	<ul style="list-style-type: none"> <li>◆ Public outreach on 10 Year Plan Alternatives</li> </ul>
4. Transition ECO Transit's operations	<ul style="list-style-type: none"> <li>◆ GFI farebox retirement</li> <li>◆ Avon/Swift Gulch Agreement</li> <li>◆ Additional easement transfers</li> <li>◆ Formal transfer of remaining capital assets on ECG books</li> </ul>	<ul style="list-style-type: none"> <li>◆ All transition items closed out and/or incorporated into agreements</li> </ul>

### **Other Activities**

We are closely following developments related to recent Executive Orders, including the proposed freeze on grant funding. Core Transit currently expects to receive over \$7m in federal grant funding for operations, administration, planning, and vehicle replacement. At this point CDOT is continuing to process all grant contracts and disbursements.

### **Planned Future Topics**

#### **February 27:**

- 2025 Strategic Planning Retreat

#### **March:**

- Strategic Plan Adoption and Approval
- Grant policy
- Board conduct policies
- 10 Year Plan Alternatives Development update

#### **April:**

- Executive Director performance review
- Legal Counsel performance review
- Investment Policy
- Reserve Policy

# Core Transit Operations Update

**FEBRUARY 2025**



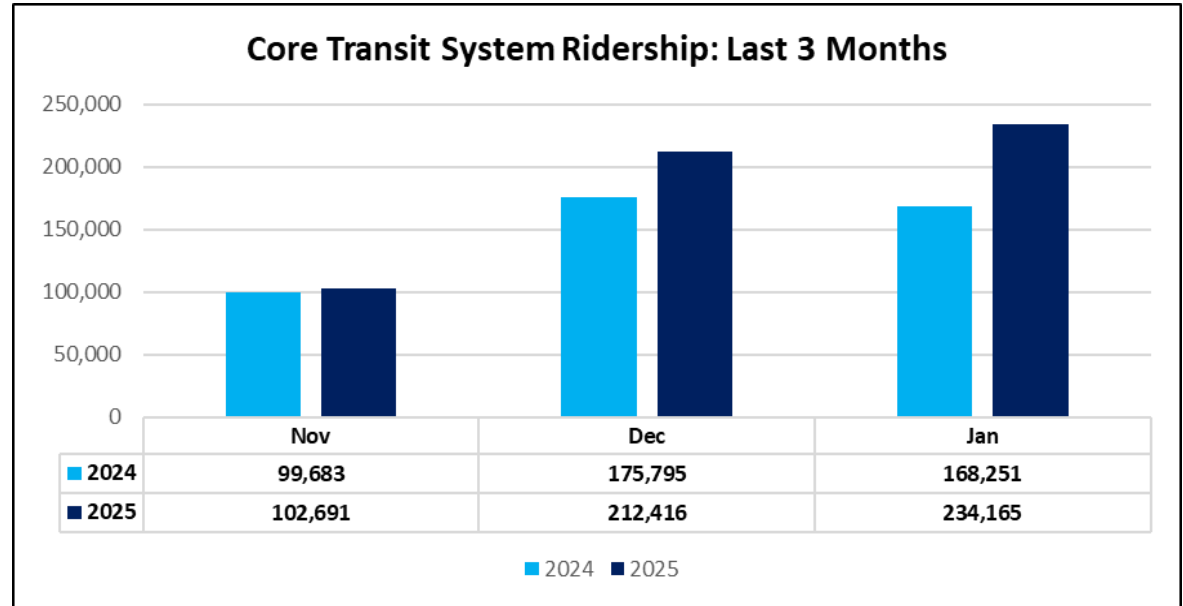
# Core Transit Ridership Update

## System Ridership

January 2025      234,165

January 2024      168,251

YOY Change      +39%



# Core Transit Update – Routes

Monthly Trip Summary (January 2025)	Performance
Scheduled Trips/Trips Completed (direct operation):	6,479 / 6,473 (99.9%)
Unscheduled Trips (Shadow Buses, direct operation):	55
Scheduled Trips/Trips Completed (contract):	744 / 739 (99.3%)
Missed Contract Trips filled by Core Transit:	1/5 (20% of total missed contract trips)
Net Contract Service Missed	4/744 (.005% of total contract trips)

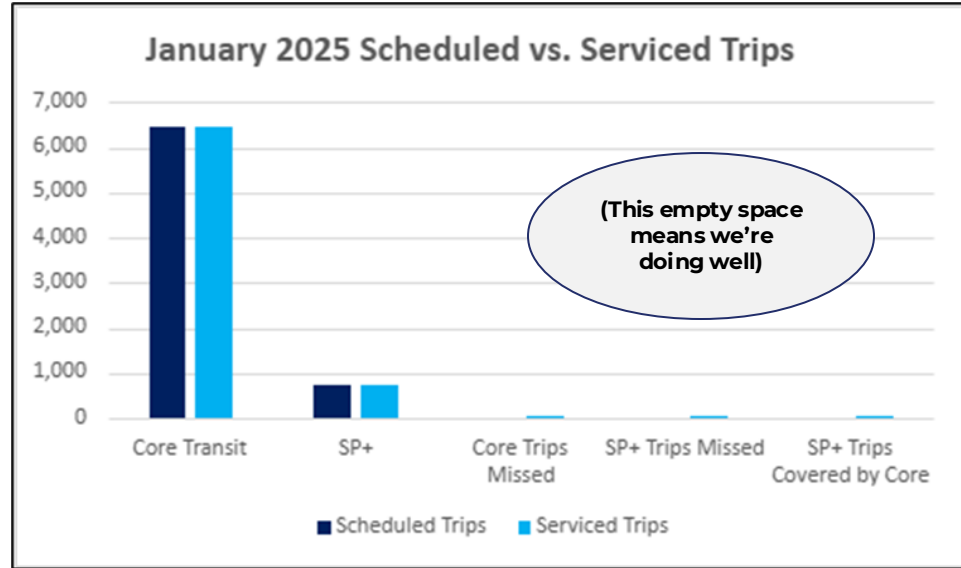
January 2025  
Total Trips Serviced

7,268



# January 2025 Route Performance

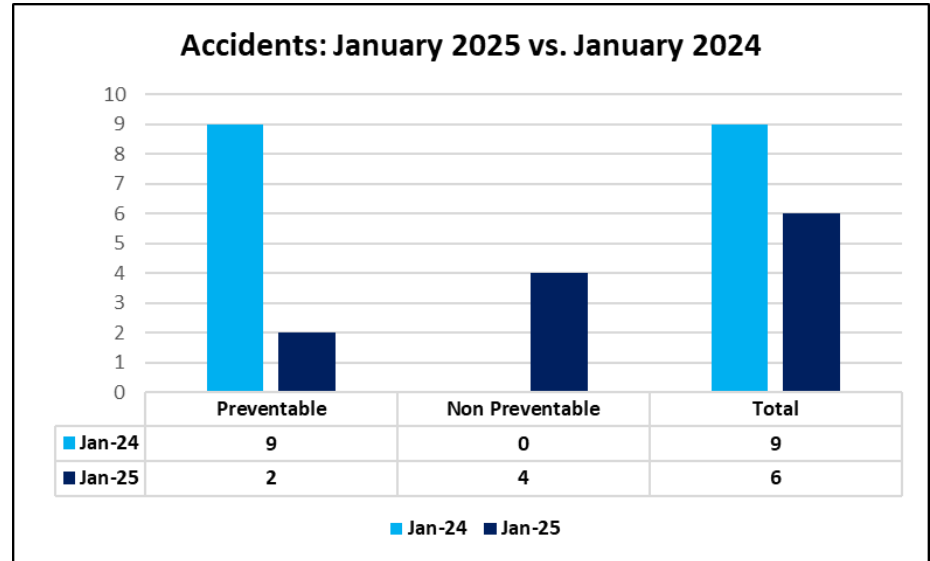
- Core Transit: 99.9% completion rate (only 6 of 6,479 scheduled trips missed)
- Core Transit also completed 55 trips using shadow buses
- SP+: 99.3% completion rate (only 5 of 744 trips missed; Core covered 1 of the 5 missed trips)





# Accidents

1. 33% YOY decrease in total accidents
2. Preventable accidents  
YOY decreased from 9 to 2
3. Declining trend attributable to:
  - Training process improvements
  - Operator stability
  - Accountability measures



# Core Transit Update – Operators

## Directly Operated Service / Winter Schedule Requirements

Minimum required number of Drivers	<b>62</b> (includes extra board)
------------------------------------	----------------------------------

## Current Number of Drivers

Current Number of Drivers	Status
Full-time Operators	<b>54</b>
Part-time Operators	<b>1-FTE</b>
Seasonal Operators	<b>7</b>
Operators available/Operators needed	<b>62/62 Fully Staffed</b>
Operators in training	<b>2</b>

## Contract Service

Contract Service	Status
Operators available/Operators needed	<b>10/8 Fully staffed</b>
Operators in Training	<b>3 in hiring pipeline</b>



# Core Transit Update – Summer Schedule Development

Route   Service	Summer 2025 Changes from Winter '24-25 Schedule
<b>Total summer schedule daily service hours</b>	<b>166 hours vs 179.50 hours for current winter schedule</b>
<b>Elimination of winter schedule BC/Vail Express</b>	<b>Restarts Winter '25-26</b>
<b>Highway 6 Westbound</b>	<b>Retention of early morning (1:05 a.m.) trip departure from VTC</b>
<b>Highway 6 Eastbound</b>	<b>Adjusted several morning times for better connections; added one morning trip and one midnight trip</b>
<b>Valley Eastbound</b>	<b>Added two Dotsero trips each day and eliminated two morning rush trips</b>
<b>Valley Westbound</b>	<b>Added one Dotsero trip each day – mid-day option</b>
<b>Expansion of Leadville route</b>	<b>Doubled frequency of trips each day</b>
<b>Expansion of Minturn route</b>	<b>Added five trips each day</b>

Input from Core VTC staff, Town of Avon and Town of Vail received as part of summer schedule preparation



T H A n K  
y o u

