



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, July 9, 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. June 11, 2025, Regular Meeting Minutes
 - b. Financial Statements
 - c. Payables List
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.

6. Presentations – 12:15pm

a. Employee Culture

Aryn Schlichting will present data on employee culture gathered from recent surveys and feedback.

b. 10 Year Presentation

Dave Levy along with Fehr and Peers will give an update on the 10-year plan process.

c. Vail Transit Center Presentation

Tom Kassmel from the Town of Vail will present on the Town's plans for improving and expanding the Vail Transportation Center.

BUSINESS

7. Business – 12:30pm

a. Member Transit Pass Program

Tanya Allen will present a proposal to offer Core Transit passes for employees of Core Transit member jurisdictions and their dependents.

b. CDOT Grant 5304 Planning Grant

Tanya Allen will present a contract with CDOT for FTA 5304 Planning funds for approval.

c. FY 2024 Audit Extension

Sanjok Timilsina will present FY 2024 audit extension form.

d. Employers Council Legal Letter of Engagement

Tanya Allen will present a Letter of Engagement with Employers Council for labor relations services.

e. Maintenance Agreement

Dave Snyder will present a maintenance contracts with Transdev for Board Review and Approval.

STAFF REPORTS

8. Staff Reports – 1:00 pm
 - a. Administrative Division Report
 - b. Operations Report
 - c. Director’s Comments

EXECUTIVE SESSION

9. Executive Session
Executive Session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with Core Transit’s general counsel to receive legal advice on labor relations.

ADJOURNMENT

10. Adjournment – 2:00pm – *Please note the board will adjourn from the executive session and will not return to the Avon Council Chambers.*

The next regular meeting of the Core Transit Board will be held Wednesday, August 13, 2025, at 12:00pm, in the Avon Council Chambers.

YOUR BOARD MEMBERSHIP

Core Transit Board

Earle Bidez, Chair | *Town of Minturn*
Nick Sunday, Vice-Chair | *Town of Eagle*
Rich Carroll | *Town of Avon*
Jeanne McQueeney, | *Eagle County*
Dave Eickholt | *Beaver Creek Metro*
Barry Davis | *Town of Vail*
Garrett Alexander | *Town of Red Cliff*

Core Transit Board Alternates

Kevin Hyatt | *Town of Avon*
Ray Shei | *Beaver Creek Metro*
Matt Scherr | *Eagle County*
Bryan Woods | *Town of Eagle*

Brian Rodine | *Town of Minturn*
Duke Gerber | *Town of Red Cliff*
Pete Seibert | *Town of Vail*

ACCESSIBILITY INFORMATION

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by me personally, posted to the Core Transit Website (coretransit.org) at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Amy Burford

**MINUTES OF THE
EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a Core Transit
BOARD OF DIRECTORS MEETING
June 11, 2025**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on June 11, 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 June 6, 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 June 6, 2025, and the certification of posting are attached hereto.

ATTENDANCE

Directors in Attendance:

Chair: Director Earle Bidez, Mayor, Town of Minturn

Vice Chair Director Nick Sunday, Councilor, Town of Eagle

Director Rich Carroll, Councilor, Town of Avon

Director Dave Eickholt, Beaver Creek Metro District

Director Jeanne McQueeney, Commissioner, Eagle County

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

Director Barry Davis, Councilor, Town of Vail

Attendance:

Orlando Ortiz, MIRA Program Manager, Eagle Valley Community Foundation

Scott Robinson, Deputy Director, Core Transit

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

Aryn Schlichting, Director of People & Culture, Core Transit

Scott Robinson, Deputy Director, Core Transit

Tanya Allen, Executive Director, Core Transit

Dave Snyder, Director of Transportation, Core Transit

Sanjok Timilsina, Director of Finance, Core Transit

Dave Levy, Planning Manager, Core Transit

Kimber Walker, Planner II, Core Transit

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

Lance Trujillo, Director of Innovation and Technology

Dayana Herr, Marketing, Communications and Customer Relations Manager

Cisco Santaella, Operations Manager, Core Transit

Mike Scheuring, Operations and Demand Response Supervisor, Core Transit

Jim Shoun, Mobility Manager, Town of Avon

Zoe Goldstein, Vail Daily

Tim McMahon, Avon, CO

Vinny, Avon, CO

Michal Bednarczyk, Minturn, CO

Stephanie Samuelson, Vail, CO

Mike Harms, Amalgamated Transit Union

Attendance on Zoom:

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

Ray Shei, Alternate Board Member, Beaver Creek
Metro District

Kelly Wamboldt, Core Transit, Safety and Training
Supervisor

Vanessa Duarte, Core Transit, Office/Admin
Coordinator

Joanna Kerwin, Edwards, CO

**APPROVAL OF THE
AGENDA**

Executive Director Tanya Allen proposed moving the MIRA In-Kind Request business item to the beginning of the agenda, ahead of the 10-Year Plan Alternatives presentation.

**APPROVAL OF
MINUTES AND
FINANCIAL
STATEMENTS**

Director Bidez presented the April financial statements, April payables, the May 15 regular meeting minutes, and the May 28 special meeting minutes for approval. Director Eickholt motioned to approve the minutes, financial statements and payables. Director Sunday seconded the motion, which passed with a unanimous 5-0 vote.

BOARD COMMENT

There were none.

PUBLIC COMMENT

Tim McMahon from Avon suggested a different time for future board meetings. He expressed concern about the cancellation of the Bus Roadeo and raised issues regarding the consistency of audible announcements on the buses.

Director Alexander entered the meeting. Director Davis entered the meeting.

Mike Harms from the Amalgamated Transit Union shared that the Union has a productive working relationship with both Summit County and RFTA.

Stephanie Sunshine Samuelson from Vail shared her experience working with both Core Transit and Amalgamated Transit Union.

Vinny from Avon spoke about the idea of developing the railroad in Avon. Director McQueeney explained that Union Pacific is unlikely to abandon the rail line because a competitor would take it over for freight use.

Michal Bednarczyk from Minturn read an email he had sent to the Board expressing support for Stephanie Samuelson.

AGENDA ITEMS

7. Business

7.1 MIRA In-Kind Request

(Heard before Item 6.1 due to a change in the order of the agenda)

Executive Director Allen explained that Eagle County, through ECO Transit and Public Health, has traditionally supported the MIRA program by partially subsidizing the cost of a full-time CDL driver to operate the MIRA vehicle. She noted that during the transition, Core Transit agreed to continue that arrangement to ensure continuity and has been working directly with MIRA to clarify what the relationship will look like moving forward.

Mr. Ortiz presented MIRA's 2024 accomplishments, including 995 immunizations, 39 SNAP enrollments, and 3,082 attendees at educational events. He highlighted events such as the Children's Day Resource Fair and shared

information about new programming that offers free mental health services.

Director McQueeney motioned to approve the in-kind sponsorship for MIRA, in the form of a \$9/hour discount on the fully loaded cost of providing one full-time MIRA operator to drive the MIRA vehicle and provide program support, contingent upon MIRA providing evidence of funding for the remainder. The annual value of this in-kind support is \$15,000. Director Alexander seconded the motion, which passed with a unanimous 7-0 vote.

6. Presentations

6.1 10-Year Plan Alternatives

Planning Manager Dave Levy provided an update on the 10-Year Transit Plan. He shared insights from recent outreach events, noting that the most common reason for bus use was lack of access to a car, while frequent and on-time service was identified as the top priority among current transit users. He reviewed how the staff integrated that feedback into the proposed transit and service routes. He also presented the alternative route proposals and highlighted their improved travel times.

He noted that implementation will occur in phases, with Phase 1 focusing on changes to Highway 6. He also highlighted service improvements already made since the passing of the ballot measure two years ago, such as doubling frequency between Eagle and Vail, and between Minturn and Vail. Additionally, he presented increases in service and ridership from 2024 to 2025, including an estimated 2 million riders in 2025.

He elaborated on supporting strategies identified via the planning process, including local

collaboration for the maintenance and management of bus stops and bike/scooter-share programs. He noted that Spanish-language information tracking will continue and that the capital improvement plan will address bus fleet infrastructure needs.

Director Carroll asked how local collaboration is expected to occur and what role board members representing local jurisdictions are expected to play. Planning Manager Levy explained that the planning process begins seven months in advance and includes early coordination with local partners to review past service and discuss upcoming plans. Executive Director Allen emphasized the importance of regional collaboration, noting that Core Transit is committed to building strong partnerships and aligning resources to better serve the region.

Director Bidez asked about a pending bus order. Executive Director Allen explained that four of the five buses have arrived, and another group of five is still in the contracting process. He then asked if that influenced the way the phasing was planned in the report. Executive Director Allen responded that the phasing is driven more by the need for supporting infrastructure than by vehicle availability. She noted stress points and safety concerns at stops with high pedestrian traffic, particularly in crosswalks. She added that service has expanded significantly, and the focus now is on building infrastructure to support that growth.

7.2 Gypsum Daze In-Kind Request

Marketing, Communications and Customer Relations Manager Dayana Herr explained that Gypsum Daze is a multi-day summer event hosted by the Town of Gypsum, taking place this year from July 17–19 with concerts, family friendly

activities and parades. She noted that Core Transit has been invited to support transportation for the event in exchange for sponsorship benefits, and that staff will also host a booth at Gypsum Daze to engage with the community and grow our email marketing list. She added that supporting this local event aligns with the strategic priority of telling our story and increasing community awareness of our services.

Director Davis motioned to approve the in-kind sponsorship for the Town of Gypsum's 2025 Gypsum Daze event to support event-related transit service. The estimated value of this in-kind support is not to exceed \$7,000. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

7.3 Board Code of Conduct

Executive Director Allen explained that since Core Transit was established, staff and the Board have been establishing guidelines, beginning with bylaws and processes. She shared that this document represents the next step by outlining expectations for current and incoming board members.

Director McQueeney motioned to approve the proposed Code of Conduct for the Core Transit Board as presented. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

7.4 Investment Policy

Director of Finance Sanjok Timilsina explained that in May 2024 the board adopted the Core Transit's first-ever investment policy. He shared that the policy outlined the principles, methods, and procedures to ensure investments align with Core Transit's long-term financial health and mission.

He noted that the Finance Committee reviewed the current investment policy, identified opportunities for greater diversification while maintaining original goals and safeguards, and reviewed the updates made to reflect those recommendations.

Director Carroll motioned to approve the updated investment policy as presented. Director Sunday seconded the motion, which passed with a unanimous 7-0 vote.

7.5 Signer Update

Deputy Director Scott Robinson reviewed the bank account signers for Core Transit's four financial institutions used in daily operations and recommended that the Board approve adding Director of Finance Sanjok Timilsina as a signer on the ColoTrust account.

Director Davis motioned to approve the bank signer update as presented by staff to add Sanjok Timilsina as a signer on the ColoTrust account. Director Alexander seconded the motion, which passed with a unanimous 7-0 vote.

7.6 Town of Avon Letter of Support Request

Executive Director Allen presented a request from the Town of Avon for a letter of support to pursue an FTA grant for repairing or replacing the heating system at the Swift Gulch Facility. She noted that, according to the letter of support policy, any such requests from member jurisdictions require Board approval.

Director Alexander motioned to approve signing a letter of support for the Town of Avon. Director Eickholt seconded the motion, which passed with

a 6-0 vote and Director Carroll from Town of Avon abstaining.

8. Staff Reports

Deputy Director Robinson shared that Director of People and Culture Aryn Schlichting will be working with Graves Consulting on the 2026 compensation wages and incorporating them into the budget process. He also noted that staff have been attending supervisor trainings. He mentioned that, in response to staff requests for quality sunglasses to protect their eyes, the People and Culture department partnered with Ptarmigan Sports to offer staff a choice between Oakley and Smith sunglasses. He announced that, as of June 23, the Customer Service Department will be fully staffed, and both the VTC booth and MSC front desk will offer bilingual service. He asked the Board to decide on the date for the budget work session in October.

Director of Transportation Dave Snyder shared that May had a 99.9% completion rate. He shared that there were four minor preventable accidents in May, such as mirror taps, and explained that the Safety and Training Department is focusing on this area.

Director Alexander asked where these accidents were primarily occurring. Director of Transportation Snyder responded that three of the four happened in our various Core Transit bus garages.

Director of Transportation Snyder noted that the fleet is currently 80% in service, with four of the five new hybrid buses and one refurbished bus arriving in May.

Director McQueeney asked if there's any data on employee culture that can be shared with the Board in an upcoming meeting.

EXECUTIVE SESSION

Director Eickholt made a motion to enter Executive Session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with Core Transit's general counsel to receive legal advice on labor relations and Executive Session pursuant to Sections 24-6-402(4)(f), and 24-6-204(4)(e), C.R.S. for the purpose of conducting the Executive Director's annual review and negotiation of the Executive Director's employment agreement. Director Davis seconded the motion which passed with a unanimous 7-0 vote.

Director Bidez announced that we will now move into Executive Session pursuant to C.R.S. 24-6-402 (4)(b) for a conference with Core Transit's general counsel to receive legal advice on labor relations. No formal action will be taken during Executive Session, and the board will not return to Council Chambers to reconvene in open session. The meeting will adjourn at the conclusion of the Executive Session.

Director Eickholt, Director Sunday, and Director Davis left before the Executive Session concluded.

ADJOURNMENT

Director Bidez announced that the Executive Session had concluded at 2:49 pm and the Board returned to open session.

Director Carroll made a motion to adjourn the meeting at 2:50 pm. Director Alexander seconded the motion which passed with a unanimous 4-0 vote.

CORE TRANSIT
CASH POSITION
Year to Date and as of May 31, 2025
Adjusted as of July 2, 2025

	CASH		INVESTMENTS						
Maturity Date Account Activity Item Description	1st Bank		CSIP			Multi-Bank		Colotrust	TOTAL ALL ACCOUNTS
	Checking	Savings	4.6500% 8/15/2025 Savings-Term	4.0400% 9/19/2025 Savings-Term	4.4000% LGIP	3.9600% 10/2/2025 Savings-Term	Savings	4.4005% Plus+	
BEGINNING BANK BALANCE	\$ 829,195	\$ 506,113	\$ 2,000,000	\$ 4,000,000	\$ 8,300,735	\$ 3,536,964	\$ -	\$ 6,557,748	\$ 25,730,755
YTD credits - Total deposits, wires and transfers	9,421,730	303,281	-	-	30,698	11,880	-	14,047,852	23,815,442
YTD debits - Total vouchers, wires and transfers	(10,088,859)	(308,732)	-	-	-	-	-	(11,693,000)	(22,090,591)
YTD bank balance	162,066	500,662	2,000,000	4,000,000	8,331,433	3,548,844	-	8,912,600	27,455,606
Plus deposits/transfers in transit	-	-	-	-	-	-	-	-	-
Less outstanding checks/transfers	(149,456)	-	-	-	-	-	-	-	(149,456)
UNRESTRICTED BALANCE AT END OF PERIOD	12,610	500,662	2,000,000	4,000,000	8,331,433	3,548,844	-	8,912,600	27,306,150
Current period activity									
Transfers	1,379,000	-	-	-	29,738	-	-	(1,379,000)	29,738
Add - deposits, wires and transfers	518,074	1,319	-	-	-	11,772	-	1,508,989	2,040,154
Subtract - vouchers, wires and transfers	(1,883,236)	-	-	-	-	-	-	-	(1,883,236)
Total current period adjustments	13,838	1,319	-	-	29,738	11,772	-	129,989	186,656
Restricted to Housing	-	-		(320,000)	-	-	-	(1,851,963)	(2,171,963)
Restricted to Capital	-	-		(1,500,000)	(8,268,449)	-	-	(513,324)	(10,281,773)
Adjusted balance	\$ 26,448	\$ 501,981	\$ 2,000,000	\$ 2,180,000	\$ 92,722	\$ 3,560,616	\$ -	\$ 6,677,303	\$ 15,039,070



My Monthly Budget Report

Group Summary

For Fiscal: FY25 Period Ending: 05/31/2025

Account Typ...	May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 01 - General Fund									
Revenue	1,242,399.66	2,029,660.48	787,260.82	63.37%	13,119,219.66	14,116,386.33	997,166.67	7.60%	25,943,216.00
Expense	1,891,429.21	1,797,625.63	93,803.58	4.96%	11,406,470.41	11,018,334.43	388,135.98	3.40%	25,344,766.00
Total Fund: 01 - General Fund:	(649,029.55)	232,034.85	881,064.40		1,712,749.25	3,098,051.90	1,385,302.65		598,450.00
Fund: 02 - Capital Fund									
Revenue	0.00	0.00	0.00	0.00%	1,500,000.00	1,505,306.00	5,306.00	0.35%	1,994,000.00
Expense	4,988,516.50	5,044,337.91	(55,821.41)	-1.12%	6,540,162.50	5,191,666.10	1,348,496.40	20.62%	7,313,605.00
Total Fund: 02 - Capital Fund:	(4,988,516.50)	(5,044,337.91)	(55,821.41)		(5,040,162.50)	(3,686,360.10)	1,353,802.40		(5,319,605.00)
Fund: 03 - Air Fund									
Revenue	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
Expense	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
Total Fund: 03 - Air Fund:	0.00	0.00	0.00		0.00	0.00	0.00		0.00
Fund: 04 - Housing Fund									
Revenue	29,750.98	31,245.64	1,494.66	5.02%	468,754.90	477,349.85	8,594.95	1.83%	677,155.00
Expense	60,083.81	43,358.00	16,725.81	27.84%	290,419.05	258,973.94	31,445.11	10.83%	641,246.00
Total Fund: 04 - Housing Fund:	(30,332.83)	(12,112.36)	18,220.47		178,335.85	218,375.91	40,040.06		35,909.00
Report Total:	(5,667,878.88)	(4,824,415.42)	843,463.46		(3,149,077.40)	(369,932.29)	2,779,145.11		(4,685,246.00)

Fund Summary

Fund	May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01 - General Fund	(649,029.55)	232,034.85	881,064.40		1,712,749.25	3,098,051.90	1,385,302.65		598,450.00
02 - Capital Fund	(4,988,516.50)	(5,044,337.91)	(55,821.41)		(5,040,162.50)	(3,686,360.10)	1,353,802.40		(5,319,605.00)
03 - Air Fund	0.00	0.00	0.00		0.00	0.00	0.00		0.00
04 - Housing Fund	(30,332.83)	(12,112.36)	18,220.47		178,335.85	218,375.91	40,040.06		35,909.00
Report Total:	(5,667,878.88)	(4,824,415.42)	843,463.46		(3,149,077.40)	(369,932.29)	2,779,145.11		(4,685,246.00)



My Monthly Budget Report

Group Summary

For Fiscal: FY25 Period Ending: 05/31/2025

Departmen...	May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 01 - General Fund									
Expense									
00 - Assets	0.00	0.00	0.00	0.00%	1,820,000.00	1,820,000.00	0.00	0.00%	3,020,000.00
10 - Admin of Vehicle Operations	189,190.22	203,898.43	(14,708.21)	-7.77%	940,951.10	964,265.47	(23,314.37)	-2.48%	2,264,142.00
11 - Vehicle Ops	426,126.38	457,882.83	(31,756.45)	-7.45%	2,187,888.26	2,395,275.82	(207,387.56)	-9.48%	5,173,463.00
12 - Admin of Paratransit	1,738.66	0.00	1,738.66	100.00%	13,693.30	0.00	13,693.30	100.00%	25,860.00
13 - Paratransit Operations	25,197.69	23,550.42	1,647.27	6.54%	125,988.45	114,504.37	11,484.08	9.12%	302,383.00
14 - Safety and Training	24,496.90	19,887.20	4,609.70	18.82%	125,984.50	102,824.12	23,160.38	18.38%	314,472.00
21 - Admin of Fleet Mainenance	128,779.39	104,777.96	24,001.43	18.64%	634,396.95	627,355.46	7,041.49	1.11%	1,515,427.00
22 - Fleet Maintenance	231,371.42	305,665.62	(74,294.20)	-32.11%	1,257,707.10	1,311,974.13	(54,267.03)	-4.31%	2,869,576.00
31 - Facility Maintenance MSC	1,833.00	4,430.54	(2,597.54)	-141.71%	9,165.00	6,539.42	2,625.58	28.65%	22,000.00
32 - Facility Maintenance Leadville	3,392.47	536.29	2,856.18	84.19%	16,962.35	8,824.47	8,137.88	47.98%	40,720.00
33 - Facility Maintenance Avon	22,030.84	31,957.60	(9,926.76)	-45.06%	110,154.20	111,543.60	(1,389.40)	-1.26%	264,476.00
41 - Facility Maintenance Stops	22,254.25	20,088.03	2,166.22	9.73%	115,021.25	72,203.04	42,818.21	37.23%	272,078.00
50 - General & Administration	365,563.57	330,868.72	34,694.85	9.49%	1,834,192.85	1,694,611.31	139,581.54	7.61%	4,565,482.00
51 - Finance	212,134.89	195,138.76	16,996.13	8.01%	1,108,674.45	1,042,060.83	66,613.62	6.01%	2,576,934.00
52 - IT	61,758.13	41,946.95	19,811.18	32.08%	326,990.65	319,556.55	7,434.10	2.27%	743,047.00
53 - Planning	133,734.62	28,129.78	105,604.84	78.97%	535,673.10	268,156.58	267,516.52	49.94%	860,908.00
54 - Marketing & Customer Service	41,826.78	28,866.50	12,960.28	30.99%	243,026.90	158,639.26	84,387.64	34.72%	513,798.00
Total Expense:	1,891,429.21	1,797,625.63	93,803.58	4.96%	11,406,470.41	11,018,334.43	388,135.98	3.40%	25,344,766.00
Total Revenues	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Fund: 01 - General Fund:	1,891,429.21	1,797,625.63	93,803.58	4.96%	11,406,470.41	11,018,334.43	388,135.98	3.40%	25,344,766.00
Report Total:	1,891,429.21	1,797,625.63	93,803.58	4.96%	11,406,470.41	11,018,334.43	388,135.98	3.40%	25,344,766.00



My Monthly Budget Report

Account Summary

For Fiscal: FY25 Period Ending: 05/31/2025

		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 01 - General Fund										
Revenue										
Department: 10 - Admin of Vehicle Operations										
01-10-401010-1000	Farebox Revenue	6,500.00	0.00	(6,500.00)	-100.00%	49,500.00	22,970.04	(26,529.96)	-53.60%	108,000.00
01-10-401010-1100	Employer Bulk Pass Sales	3,000.00	648.00	(2,352.00)	-78.40%	15,000.00	14,706.00	(294.00)	-1.96%	36,000.00
01-10-401010-1200	Direct Pass Sales Revenue	800.00	426.00	(374.00)	-46.75%	4,000.00	2,891.00	(1,109.00)	-27.73%	9,600.00
01-10-401010-1400	Mobile Fare Sales	6,000.00	11,470.52	5,470.52	91.18%	45,000.00	60,832.78	15,832.78	35.18%	96,000.00
01-10-407010-1175	On Board Bus Advertising	833.00	0.00	(833.00)	-100.00%	4,165.00	6,266.72	2,101.72	50.46%	10,000.00
01-10-407040-1000	Interest Revenue	0.00	96,613.66	96,613.66	0.00%	267,805.36	439,077.00	171,271.64	63.95%	650,000.00
01-10-407090-0000	Miscellaneous Revenue	0.00	1,031.85	1,031.85	0.00%	0.00	1,031.85	1,031.85	0.00%	0.00
01-10-407990-0000	Rent Income	0.00	600.00	600.00	0.00%	0.00	3,000.00	3,000.00	0.00%	0.00
01-10-408020-0100	Core Transit Sales Tax	645,000.00	711,784.42	66,784.42	10.35%	6,755,000.00	6,913,550.24	158,550.24	2.35%	12,600,000.00
01-10-408020-0200	Core DMV Sales Tax	0.00	6,192.75	6,192.75	0.00%	0.00	32,118.82	32,118.82	0.00%	0.00
01-10-409010-0200	ECO Transit Sales Tax Transfers	555,000.00	709,212.15	154,212.15	27.79%	5,430,000.00	6,061,360.50	631,360.50	11.63%	11,748,000.00
01-10-413990-1030	SEC 5304 Operating Revenue	8,000.00	0.00	(8,000.00)	-100.00%	16,000.00	0.00	(16,000.00)	-100.00%	32,000.00
01-10-413990-1200	SEC 5311 Operating Revenue	0.00	446,416.00	446,416.00	0.00%	446,416.00	446,416.00	0.00	0.00%	446,416.00
01-10-413990-1900	Other grants revenue	0.00	29,495.13	29,495.13	0.00%	0.00	29,495.13	29,495.13	0.00%	0.00
01-10-414040-0001	Service Agreement Revenue - MIRA	9,166.66	7,670.00	(1,496.66)	-16.33%	45,833.30	42,170.25	(3,663.05)	-7.99%	110,000.00
01-10-414040-0002	Service Agreement Revenue - HHS	8,100.00	8,100.00	0.00	0.00%	40,500.00	40,500.00	0.00	0.00%	97,200.00
Total Department: 10 - Admin of Vehicle Operations:		1,242,399.66	2,029,660.48	787,260.82	63.37%	13,119,219.66	14,116,386.33	997,166.67	7.60%	25,943,216.00
Total Revenue:		1,242,399.66	2,029,660.48	787,260.82	63.37%	13,119,219.66	14,116,386.33	997,166.67	7.60%	25,943,216.00
Expense										
Department: 00 - Assets										
01-00-516000-1000	Transfer toTransit Capital Fund	0.00	0.00	0.00	0.00%	1,500,000.00	1,500,000.00	0.00	0.00%	1,500,000.00
01-00-516000-2000	Transfer out to Air Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
01-00-516000-3000	Transfer out to Housing Fund	0.00	0.00	0.00	0.00%	320,000.00	320,000.00	0.00	0.00%	320,000.00
Total Department: 00 - Assets:		0.00	0.00	0.00	0.00%	1,820,000.00	1,820,000.00	0.00	0.00%	3,020,000.00
Department: 10 - Admin of Vehicle Operations										
01-10-501020-0500	AVO Admin Salaries	116,667.31	99,840.64	16,826.67	14.42%	583,336.55	486,862.20	96,474.35	16.54%	1,400,568.00
01-10-501020-1610	AVO Admin Salaries - OT	10,383.33	12,709.07	(2,325.74)	-22.40%	51,916.65	41,674.68	10,241.97	19.73%	124,600.00
01-10-502010-0010	AVO Medicare Tax	1,842.91	1,921.06	(78.15)	-4.24%	9,214.55	8,201.38	1,013.17	11.00%	22,115.00
01-10-502010-0020	AVO Social Security Taxes	7,880.00	8,214.18	(334.18)	-4.24%	39,400.00	39,434.46	(34.46)	-0.09%	94,560.00
01-10-502020-2000	AVO Retirement	10,163.68	7,249.03	2,914.65	28.68%	50,818.40	34,884.98	15,933.42	31.35%	122,013.00
01-10-502070-0010	AVO Unemployment Taxes	0.00	8.72	(8.72)	0.00%	0.00	654.18	(654.18)	0.00%	0.00
01-10-502090-0000	AVO Sick Pay	0.00	8,496.32	(8,496.32)	0.00%	0.00	22,009.99	(22,009.99)	0.00%	0.00

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-10-502100-0000	AVO Holiday Pay	0.00	5,676.79	(5,676.79)	0.00%	0.00	32,259.97	(32,259.97)	0.00%	0.00
01-10-502110-0000	AVO Vacation Pay	0.00	1,307.66	(1,307.66)	0.00%	0.00	16,634.58	(16,634.58)	0.00%	0.00
01-10-503030-0011	Software/Network Fees	2,670.00	181.75	2,488.25	93.19%	13,350.00	13,301.10	48.90	0.37%	32,040.00
01-10-503030-0013	AVO Uniforms	1,125.00	3,968.05	(2,843.05)	-252.72%	5,625.00	5,662.99	(37.99)	-0.68%	13,500.00
01-10-503030-3250	AVO Consulting	13,333.00	25,229.00	(11,896.00)	-89.22%	66,665.00	84,767.00	(18,102.00)	-27.15%	159,996.00
01-10-503040-0000	AVO Temporary Help Services	0.00	0.00	0.00	0.00%	15,000.00	19,940.00	(4,940.00)	-32.93%	40,000.00
01-10-503990-0003	AVO Printing Expense	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	300.00
01-10-504990-0001	AVO Office Supplies General	500.00	391.94	108.06	21.61%	3,500.00	2,781.87	718.13	20.52%	8,000.00
01-10-504990-0010	Computer Supplies	2,166.66	0.00	2,166.66	100.00%	10,833.30	4,468.10	6,365.20	58.76%	26,000.00
01-10-504990-0011	AVO Materials & Supplies	250.00	1,198.97	(948.97)	-379.59%	1,250.00	4,286.00	(3,036.00)	-242.88%	3,000.00
01-10-509020-0000	AVO Travel - Meetings/Seminars	5,250.00	1,705.70	3,544.30	67.51%	5,250.00	8,888.91	(3,638.91)	-69.31%	5,250.00
01-10-509020-0001	AVO Training/Workshop	0.00	1,470.19	(1,470.19)	0.00%	0.00	4,099.94	(4,099.94)	0.00%	7,500.00
01-10-509020-1000	AVO Employee Event Expense	625.00	0.00	625.00	100.00%	3,125.00	329.47	2,795.53	89.46%	7,500.00
01-10-509020-1001	AVO Staff Approved Donations	1,250.00	1,137.60	112.40	8.99%	6,250.00	5,155.55	1,094.45	17.51%	15,000.00
01-10-509020-1002	AVO Miscellaneous Employee Reimburs...	83.33	0.00	83.33	100.00%	416.65	78.75	337.90	81.10%	1,000.00
01-10-509080-1000	Processing Fees	0.00	599.64	(599.64)	0.00%	0.00	2,825.76	(2,825.76)	0.00%	0.00
01-10-509080-2000	Treasurer Fees	0.00	7,592.12	(7,592.12)	0.00%	0.00	55,063.61	(55,063.61)	0.00%	0.00
01-10-509990-0004	AVO Bus Rodeo Expenditures	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200.00
01-10-514000-1000	AVO Vehicle Operating Leases	15,000.00	15,000.00	0.00	0.00%	75,000.00	70,000.00	5,000.00	6.67%	180,000.00
Total Department: 10 - Admin of Vehicle Operations:		189,190.22	203,898.43	(14,708.21)	-7.77%	940,951.10	964,265.47	(23,314.37)	-2.48%	2,264,142.00
Department: 11 - Vehicle Ops										
01-11-501010-1020	VO Operator Wages Overtime - FT	24,008.26	59,723.46	(35,715.20)	-148.76%	123,509.71	272,125.69	(148,615.98)	-120.33%	291,730.00
01-11-501020-1010	VO Operator Wages - FT	344,132.83	290,709.26	53,423.57	15.52%	1,770,383.27	1,548,084.02	222,299.25	12.56%	4,181,649.00
01-11-502010-0010	VO Medicare Tax	5,338.04	5,985.15	(647.11)	-12.12%	27,461.42	31,233.97	(3,772.55)	-13.74%	64,864.00
01-11-502010-0020	VO Social Security Taxes	22,824.75	25,591.75	(2,767.00)	-12.12%	117,421.36	133,552.27	(16,130.91)	-13.74%	277,350.00
01-11-502020-2000	VO Retirement	29,822.50	33,455.35	(3,632.85)	-12.18%	149,112.50	177,341.23	(28,228.73)	-18.93%	357,870.00
01-11-502070-0010	VO Unemployment Taxes	0.00	184.35	(184.35)	0.00%	0.00	3,126.79	(3,126.79)	0.00%	0.00
01-11-502070-0040	VO Holiday Pay	0.00	16,015.91	(16,015.91)	0.00%	0.00	102,167.55	(102,167.55)	0.00%	0.00
01-11-502090-0000	VO Sick Pay	0.00	5,951.56	(5,951.56)	0.00%	0.00	57,582.64	(57,582.64)	0.00%	0.00
01-11-502110-2010	VO Operator Vacation Pay	0.00	19,566.04	(19,566.04)	0.00%	0.00	68,964.80	(68,964.80)	0.00%	0.00
01-11-509020-1001	VO Miscellaneous Expense	0.00	700.00	(700.00)	0.00%	0.00	700.00	(700.00)	0.00%	0.00
01-11-509020-1002	VO Miscellaneous Employee Reimburs...	0.00	0.00	0.00	0.00%	0.00	396.86	(396.86)	0.00%	0.00
Total Department: 11 - Vehicle Ops:		426,126.38	457,882.83	(31,756.45)	-7.45%	2,187,888.26	2,395,275.82	(207,387.56)	-9.48%	5,173,463.00
Department: 12 - Admin of Paratransit										
01-12-503990-0001	APO Paratransit Contract Svs - Towing	166.66	0.00	166.66	100.00%	833.30	0.00	833.30	100.00%	2,000.00
01-12-503990-0006	APO Contract Services	667.00	0.00	667.00	100.00%	8,335.00	0.00	8,335.00	100.00%	13,000.00
01-12-504010-2001	APO Paratransit Fuel - Unleaded	505.00	0.00	505.00	100.00%	2,525.00	0.00	2,525.00	100.00%	6,060.00
01-12-504990-0006	APO Paratransit Repair Parts	400.00	0.00	400.00	100.00%	2,000.00	0.00	2,000.00	100.00%	4,800.00
Total Department: 12 - Admin of Paratransit:		1,738.66	0.00	1,738.66	100.00%	13,693.30	0.00	13,693.30	100.00%	25,860.00
Department: 13 - Paratransit Operations										
01-13-501010-1010	PVO Paratransit Operator Wages	19,613.75	16,046.56	3,567.19	18.19%	98,068.75	85,536.02	12,532.73	12.78%	235,365.00

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-13-501010-1020	PVO Paratransit Operator Wages - OT	2,174.04	345.20	1,828.84	84.12%	10,870.20	3,383.70	7,486.50	68.87%	26,099.00
01-13-502010-0010	PVO Medicare Tax	315.91	317.21	(1.30)	-0.41%	1,579.55	1,540.42	39.13	2.48%	3,791.00
01-13-502010-0020	PVO Social Security Taxes	1,350.91	1,356.37	(5.46)	-0.40%	6,754.55	6,586.68	167.87	2.49%	16,211.00
01-13-502020-2000	PVO Retirement	1,743.08	1,025.32	717.76	41.18%	8,715.40	3,465.27	5,250.13	60.24%	20,917.00
01-13-502070-0010	PVO Unemployment Taxes	0.00	0.00	0.00	0.00%	0.00	140.43	(140.43)	0.00%	0.00
01-13-502090-0000	PVO Sick Pay	0.00	941.76	(941.76)	0.00%	0.00	4,583.00	(4,583.00)	0.00%	0.00
01-13-502100-0000	PVO Operator Holiday Pay	0.00	971.78	(971.78)	0.00%	0.00	5,083.33	(5,083.33)	0.00%	0.00
01-13-502110-2010	PVO Vacation Pay	0.00	2,546.22	(2,546.22)	0.00%	0.00	4,185.52	(4,185.52)	0.00%	0.00
Total Department: 13 - Paratransit Operations:		25,197.69	23,550.42	1,647.27	6.54%	125,988.45	114,504.37	11,484.08	9.12%	302,383.00
Department: 14 - Safety and Training										
01-14-501020-0500	ST Admin Salaries	15,146.91	14,949.65	197.26	1.30%	75,734.55	58,883.99	16,850.56	22.25%	181,763.00
01-14-501020-1610	ST Staff OT	818.83	657.13	161.70	19.75%	4,094.15	3,373.44	720.71	17.60%	9,826.00
01-14-502010-0010	ST Medicare Tax	231.50	242.62	(11.12)	-4.80%	1,157.50	1,299.35	(141.85)	-12.25%	2,778.00
01-14-502010-0020	ST Social Security Taxes	989.83	1,037.43	(47.60)	-4.81%	4,949.15	4,259.58	689.57	13.93%	11,878.00
01-14-502020-2000	ST Retirement	1,277.25	1,135.08	142.17	11.13%	6,386.25	5,026.64	1,359.61	21.29%	15,327.00
01-14-502070-0010	ST Unemployment Taxes	0.00	0.00	0.00	0.00%	0.00	82.29	(82.29)	0.00%	0.00
01-14-502090-0000	ST Sick Pay	0.00	0.00	0.00	0.00%	0.00	1,030.11	(1,030.11)	0.00%	0.00
01-14-502100-0000	ST Holiday Pay	0.00	701.98	(701.98)	0.00%	0.00	1,932.09	(1,932.09)	0.00%	0.00
01-14-502110-0000	ST Vacation Pay	0.00	0.00	0.00	0.00%	0.00	6,171.81	(6,171.81)	0.00%	0.00
01-14-503030-0001	ST ID Badge Supplies	50.00	0.00	50.00	100.00%	150.00	0.00	150.00	100.00%	500.00
01-14-503030-0003	ST Medical - Exams and Testing	1,916.66	1,591.50	325.16	16.96%	9,583.30	11,287.25	(1,703.95)	-17.78%	23,000.00
01-14-503030-0010	ST Contracted Services	0.00	165.00	(165.00)	0.00%	0.00	4,138.00	(4,138.00)	0.00%	12,000.00
01-14-503030-3250	ST Consulting	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	3,000.00
01-14-503070-0000	ST Security Services	625.00	0.00	625.00	100.00%	3,125.00	0.00	3,125.00	100.00%	7,500.00
01-14-503070-0001	ST Substance Abuse Program Audits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	2,000.00
01-14-503070-0005	ST Camera Maintenance Agreement	1,600.00	0.00	1,600.00	100.00%	11,600.00	0.00	11,600.00	100.00%	22,800.00
01-14-504990-0001	ST Office Supplies - General	83.30	296.29	(212.99)	-255.69%	416.50	2,933.47	(2,516.97)	-604.31%	1,000.00
01-14-504990-0009	ST Materials & Supplies	83.30	(517.69)	600.99	721.48%	416.50	78.75	337.75	81.09%	1,000.00
01-14-504990-0010	ST Training Supplies	112.45	0.00	112.45	100.00%	562.25	720.15	(157.90)	-28.08%	1,350.00
01-14-504990-1000	ST Emergency Preparedness Supplies	83.30	(517.69)	600.99	721.48%	416.50	928.92	(512.42)	-123.03%	1,000.00
01-14-509010-0000	ST Memberships & Subscriptions	83.30	0.00	83.30	100.00%	416.50	350.00	66.50	15.97%	1,000.00
01-14-509020-0000	ST Travel - Meetings/Seminars	145.77	145.90	(0.13)	-0.09%	728.85	145.90	582.95	79.98%	1,750.00
01-14-509020-0001	ST Training/Workshop	166.60	0.00	166.60	100.00%	833.00	182.38	650.62	78.11%	2,000.00
01-14-509020-1000	ST Employee Expenses	83.30	0.00	83.30	100.00%	416.50	0.00	416.50	100.00%	1,000.00
01-14-509990-0002	ST Miscellaneous Expense	499.80	0.00	499.80	100.00%	2,499.00	0.00	2,499.00	100.00%	6,000.00
01-14-509990-0004	ST Consulting General	499.80	0.00	499.80	100.00%	2,499.00	0.00	2,499.00	100.00%	6,000.00
Total Department: 14 - Safety and Training:		24,496.90	19,887.20	4,609.70	18.82%	125,984.50	102,824.12	23,160.38	18.38%	314,472.00
Department: 21 - Admin of Fleet Maintenance										
01-21-501020-0500	AVMO Admin Salaries	8,131.74	0.00	8,131.74	100.00%	40,658.70	28,381.33	12,277.37	30.20%	97,620.00
01-21-502010-0010	AVMO Medicare Tax	117.86	0.00	117.86	100.00%	589.30	854.62	(265.32)	-45.02%	1,415.00
01-21-502010-0020	AVMO Social Security Taxes	504.13	0.00	504.13	100.00%	2,520.65	1,848.80	671.85	26.65%	6,052.00

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-21-502020-2000	AVMO Retirement	650.57	0.00	650.57	100.00%	3,252.85	761.35	2,491.50	76.59%	7,810.00
01-21-502070-0010	AVMO Unemployment Taxes	0.00	0.00	0.00	0.00%	0.00	45.62	(45.62)	0.00%	0.00
01-21-502100-0000	AVMO Holiday Pay	0.00	0.00	0.00	0.00%	0.00	750.92	(750.92)	0.00%	0.00
01-21-502110-0000	AVMO Vacation Pay	0.00	0.00	0.00	0.00%	0.00	5,631.85	(5,631.85)	0.00%	0.00
01-21-503040-0000	AVMO Temporary Help Services	6,240.00	5,259.50	980.50	15.71%	31,200.00	13,400.00	17,800.00	57.05%	74,880.00
01-21-503990-0007	AVMO Outside Repair - Support Vehicle	187.42	0.00	187.42	100.00%	937.10	0.00	937.10	100.00%	2,250.00
01-21-504010-0101	AVMO Lubricants - Oil	2,998.80	897.00	2,101.80	70.09%	14,994.00	14,676.35	317.65	2.12%	36,000.00
01-21-504010-2001	AVMO Fuel - Unleaded	1,799.28	6,993.26	(5,193.98)	-288.67%	8,996.40	37,858.63	(28,862.23)	-320.82%	21,600.00
01-21-504010-2002	AVMO Fuel - Diesel	104,958.00	91,628.20	13,329.80	12.70%	524,790.00	523,131.00	1,659.00	0.32%	1,260,000.00
01-21-504990-0001	AVMO Office Supplies - General	0.00	0.00	0.00	0.00%	2,500.00	14.99	2,485.01	99.40%	2,500.00
01-21-509020-0000	AVMO Travel - Meetings/Seminars	3,000.00	0.00	3,000.00	100.00%	3,000.00	0.00	3,000.00	100.00%	3,000.00
01-21-509020-1000	AVMO Employee Event Expenses	191.59	0.00	191.59	100.00%	957.95	0.00	957.95	100.00%	2,300.00
Total Department: 21 - Admin of Fleet Maintenance:		128,779.39	104,777.96	24,001.43	18.64%	634,396.95	627,355.46	7,041.49	1.11%	1,515,427.00
Department: 22 - Fleet Maintenance										
01-22-501020-1200	VMO Fleet Care Tech Salaries	14,615.83	8,978.24	5,637.59	38.57%	73,079.15	61,076.94	12,002.21	16.42%	175,390.00
01-22-501020-1210	VMO Fleet Care Tech - OT	1,620.66	2,641.58	(1,020.92)	-62.99%	8,103.30	3,777.45	4,325.85	53.38%	19,448.00
01-22-502010-0010	VMO Medicare Tax	235.41	195.75	39.66	16.85%	1,177.05	1,074.10	102.95	8.75%	2,825.00
01-22-502010-0020	VMO Social Security Taxes	1,006.66	836.99	169.67	16.85%	5,033.30	4,592.69	440.61	8.75%	12,080.00
01-22-502020-2000	VMO Retirement	1,298.91	538.88	760.03	58.51%	6,494.55	2,548.67	3,945.88	60.76%	15,587.00
01-22-502070-0010	VMO Unemployment Taxes	0.00	14.02	(14.02)	0.00%	0.00	131.16	(131.16)	0.00%	0.00
01-22-502090-0000	VMO Sick Pay	0.00	0.00	0.00	0.00%	0.00	1,826.48	(1,826.48)	0.00%	0.00
01-22-502100-0000	VMO Holiday Pay	0.00	522.05	(522.05)	0.00%	0.00	3,539.03	(3,539.03)	0.00%	0.00
01-22-502110-0000	VMO Vacation Pay	0.00	1,277.47	(1,277.47)	0.00%	0.00	3,342.65	(3,342.65)	0.00%	0.00
01-22-503030-0014	VMO Uniforms	0.00	0.00	0.00	0.00%	1,000.00	927.31	72.69	7.27%	1,000.00
01-22-503050-0001	VMO Fire Extinguishers	0.00	0.00	0.00	0.00%	12,000.00	329.99	11,670.01	97.25%	12,000.00
01-22-503050-0002	VMO Radio Maintenance	0.00	0.00	0.00	0.00%	15,000.00	0.00	15,000.00	100.00%	22,000.00
01-22-503050-0003	VMO Equipment Repairs - Shop Equipm...	0.00	0.00	0.00	0.00%	21,500.00	0.00	21,500.00	100.00%	23,000.00
01-22-503990-0004	VMO Contract Svc - Maint	201,333.33	288,260.64	(86,927.31)	-43.18%	1,006,666.65	1,208,570.34	(201,903.69)	-20.06%	2,416,000.00
01-22-503990-0006	VMO Contract Services - Towing	2,082.50	2,400.00	(317.50)	-15.25%	10,412.50	12,900.00	(2,487.50)	-23.89%	25,000.00
01-22-504990-0015	VMO Cosmetic Maintenance Exterior	0.00	0.00	0.00	0.00%	37,500.00	148.71	37,351.29	99.60%	50,000.00
01-22-504990-0016	VMO Cleaning Supplies - Vehicles	1,199.52	0.00	1,199.52	100.00%	5,997.60	4,962.32	1,035.28	17.26%	14,400.00
01-22-504990-0017	VMO Shop Supplies Misc	0.00	0.00	0.00	0.00%	5,000.00	1,333.14	3,666.86	73.34%	5,000.00
01-22-504990-0018	VMO Mechanic Tools/Shoes	0.00	0.00	0.00	0.00%	6,350.00	0.00	6,350.00	100.00%	6,350.00
01-22-504990-0019	VMO Small Tools & Equipment	124.95	0.00	124.95	100.00%	624.75	55.59	569.16	91.10%	1,500.00
01-22-504990-0020	VMO Decals - Fixed Route	0.00	0.00	0.00	0.00%	2,500.00	0.00	2,500.00	100.00%	5,000.00
01-22-504990-0021	VMO Repair Parts - Fixed Route	7,812.00	0.00	7,812.00	100.00%	39,060.00	744.95	38,315.05	98.09%	62,496.00
01-22-509990-0004	VMO Permits & Licenses	41.65	0.00	41.65	100.00%	208.25	92.61	115.64	55.53%	500.00
Total Department: 22 - Fleet Maintenance:		231,371.42	305,665.62	(74,294.20)	-32.11%	1,257,707.10	1,311,974.13	(54,267.03)	-4.31%	2,869,576.00
Department: 31 - Facility Maintenance MSC										
01-31-503050-0010	FAM-M Contract Svc - General	1,000.00	4,430.54	(3,430.54)	-343.05%	5,000.00	6,539.42	(1,539.42)	-30.79%	12,000.00

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-31-504030-0100	FAM-M Plumbing Related Expenditures	833.00	0.00	833.00	100.00%	4,165.00	0.00	4,165.00	100.00%	10,000.00
Total Department: 31 - Facility Maintenance MSC:		1,833.00	4,430.54	(2,597.54)	-141.71%	9,165.00	6,539.42	2,625.58	28.65%	22,000.00
Department: 32 - Facility Maintenance Leadville										
01-32-503050-0010	FAM-L Contract Svc - General	1,250.00	52.00	1,198.00	95.84%	6,250.00	7,535.03	(1,285.03)	-20.56%	15,000.00
01-32-503060-0600	FAM-L Contract Services - A/C	1,499.40	0.00	1,499.40	100.00%	7,497.00	0.00	7,497.00	100.00%	18,000.00
01-32-504990-0031	FAM-L Cleaning Supplies - Leadville	83.30	0.00	83.30	100.00%	416.50	0.00	416.50	100.00%	1,000.00
01-32-505020-0001	FAM-L Utilities - Leadville	559.77	484.29	75.48	13.48%	2,798.85	1,289.44	1,509.41	53.93%	6,720.00
Total Department: 32 - Facility Maintenance Leadville:		3,392.47	536.29	2,856.18	84.19%	16,962.35	8,824.47	8,137.88	47.98%	40,720.00
Department: 33 - Facility Maintenance Avon										
01-33-503050-0010	FAM-A Contract Svc - General	11,846.25	22,141.60	(10,295.35)	-86.91%	59,231.25	72,279.60	(13,048.35)	-22.03%	142,212.00
01-33-504030-0200	FAM-A Electrical Related Expenditures	416.50	0.00	416.50	100.00%	2,082.50	0.00	2,082.50	100.00%	5,000.00
01-33-512060-0000	FAM-A Leases and Rentals-Oper Yards or..	9,768.09	9,816.00	(47.91)	-0.49%	48,840.45	39,264.00	9,576.45	19.61%	117,264.00
Total Department: 33 - Facility Maintenance Avon:		22,030.84	31,957.60	(9,926.76)	-45.06%	110,154.20	111,543.60	(1,389.40)	-1.26%	264,476.00
Department: 41 - Facility Maintenance Stops										
01-41-501020-0500	MPS Admin Salaries	6,900.00	0.00	6,900.00	100.00%	34,500.00	0.00	34,500.00	100.00%	82,800.00
01-41-502010-0010	MPS Medicare Tax	100.04	0.00	100.04	100.00%	500.20	0.00	500.20	100.00%	1,201.00
01-41-502010-0020	Social Security Taxes	427.66	0.00	427.66	100.00%	2,138.30	0.00	2,138.30	100.00%	5,134.00
01-41-502020-2000	MPS Retirement	551.77	0.00	551.77	100.00%	2,758.85	0.00	2,758.85	100.00%	6,624.00
01-41-503050-0010	MPS Contract Svc - General	9,776.58	19,836.00	(10,059.42)	-102.89%	48,882.90	72,512.86	(23,629.96)	-48.34%	117,319.00
01-41-503060-0250	MPS Equipment Rental	0.00	0.00	0.00	0.00%	3,750.00	0.00	3,750.00	100.00%	5,000.00
01-41-504010-1000	MPS Supplies & Materials	416.50	27.99	388.51	93.28%	2,082.50	(1,578.41)	3,660.91	175.79%	5,000.00
01-41-504010-2001	MPS Fuel - Unleaded	999.60	0.00	999.60	100.00%	4,998.00	0.00	4,998.00	100.00%	12,000.00
01-41-504990-0029	MPS Bus Stop Supplies	2,915.50	224.04	2,691.46	92.32%	14,577.50	1,268.59	13,308.91	91.30%	35,000.00
01-41-505020-0001	MPS Utilites - Shelters	166.60	0.00	166.60	100.00%	833.00	0.00	833.00	100.00%	2,000.00
Total Department: 41 - Facility Maintenance Stops:		22,254.25	20,088.03	2,166.22	9.73%	115,021.25	72,203.04	42,818.21	37.23%	272,078.00
Department: 50 - General & Administration										
01-50-501020-0500	ADMIN Admin Salaries	85,094.61	76,223.22	8,871.39	10.43%	425,473.05	384,639.27	40,833.78	9.60%	1,021,544.00
01-50-501020-1610	ADMIN Salaries - OT	0.00	61.73	(61.73)	0.00%	0.00	427.14	(427.14)	0.00%	0.00
01-50-502010-0010	ADMIN Medicare Tax	1,234.33	1,314.77	(80.44)	-6.52%	6,171.65	6,503.45	(331.80)	-5.38%	14,812.00
01-50-502010-0020	ADMIN Social Security Taxes	5,278.00	5,621.75	(343.75)	-6.51%	26,390.00	27,807.61	(1,417.61)	-5.37%	63,336.00
01-50-502020-2000	ADMIN Retirement	6,810.33	7,905.36	(1,095.03)	-16.08%	34,051.65	39,999.41	(5,947.76)	-17.47%	81,724.00
01-50-502070-0010	ADMIN Unemployment Taxes	0.00	5.28	(5.28)	0.00%	0.00	342.63	(342.63)	0.00%	0.00
01-50-502090-0000	ADMIN Sick Pay	0.00	3,220.66	(3,220.66)	0.00%	0.00	6,054.85	(6,054.85)	0.00%	0.00
01-50-502100-0000	ADMIN Holiday Pay	0.00	4,307.10	(4,307.10)	0.00%	0.00	15,710.58	(15,710.58)	0.00%	0.00
01-50-502110-0000	ADMIN Vacation Pay	0.00	2,958.92	(2,958.92)	0.00%	0.00	21,264.62	(21,264.62)	0.00%	0.00
01-50-502999-9999	ADMIN Benefit Expense	0.00	600.00	(600.00)	0.00%	0.00	3,600.00	(3,600.00)	0.00%	0.00
01-50-503020-0000	ADMIN Public Notices	41.66	0.00	41.66	100.00%	208.30	52.16	156.14	74.96%	500.00
01-50-503030-0001	ADMIN Benefit Management Expenses	4,081.70	(4,662.50)	8,744.20	214.23%	20,408.50	0.00	20,408.50	100.00%	49,000.00
01-50-503030-0002	ADMIN Legal Svcs - Labor Counsel	1,209.93	19,177.00	(17,967.07)	-1,484.97%	6,049.65	34,704.50	(28,654.85)	-473.66%	14,525.00
01-50-503030-0005	ADMIN Legal Svcs - General	9,662.80	0.00	9,662.80	100.00%	48,314.00	15,175.00	33,139.00	68.59%	116,000.00
01-50-503030-0006	ADMIN Legal Svcs - Special	937.50	0.00	937.50	100.00%	4,687.50	0.00	4,687.50	100.00%	11,250.00

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-50-503030-3250	ADMIN Consulting	7,000.00	1,268.75	5,731.25	81.88%	27,800.00	26,085.64	1,714.36	6.17%	31,000.00
01-50-503030-3290	ADMIN Organizational Services	1,648.00	1,502.87	145.13	8.81%	8,240.00	6,190.88	2,049.12	24.87%	19,776.00
01-50-503990-0003	ADMIN Printing Expense	91.63	0.00	91.63	100.00%	458.15	0.00	458.15	100.00%	1,100.00
01-50-504990-0001	ADMIN Office Supplies - General	2,865.52	918.51	1,947.01	67.95%	14,327.60	2,805.17	11,522.43	80.42%	34,400.00
01-50-504990-0002	ADMIN Office Supplies - Postage	129.03	568.53	(439.50)	-340.62%	645.15	987.92	(342.77)	-53.13%	1,549.00
01-50-504990-0003	ADMIN Office Supplies - Copy Machine	608.09	0.00	608.09	100.00%	3,040.45	1,513.09	1,527.36	50.23%	7,300.00
01-50-508010-0000	ADMIN Purchased Transportation Servic...	140,000.00	132,789.44	7,210.56	5.15%	700,000.00	670,193.95	29,806.05	4.26%	1,680,000.00
01-50-509010-0000	ADMIN Memberships & Subscriptions	0.00	1,089.76	(1,089.76)	0.00%	33,825.00	44,408.27	(10,583.27)	-31.29%	54,065.00
01-50-509020-0000	ADMIN Travel - Meetings/Seminars	4,650.00	108.94	4,541.06	97.66%	9,250.00	4,512.49	4,737.51	51.22%	14,800.00
01-50-509020-0001	ADMIN Training/Workshop	0.00	316.00	(316.00)	0.00%	0.00	316.00	(316.00)	0.00%	7,200.00
01-50-509020-0002	ADMIN Board Meeting Expense	1,037.08	199.33	837.75	80.78%	5,185.40	12,744.70	(7,559.30)	-145.78%	12,450.00
01-50-509020-0004	ADMIN Employee Development Program	3,875.00	2,265.00	1,610.00	41.55%	10,875.00	5,015.00	5,860.00	53.89%	19,000.00
01-50-509020-1000	ADMIN Employee Event Expenses	0.00	460.00	(460.00)	0.00%	6,000.00	7,076.21	(1,076.21)	-17.94%	27,750.00
01-50-509020-1001	ADMIN Employee Wellness Plan Expense	0.00	0.00	0.00	0.00%	0.00	(65.00)	65.00	0.00%	36,000.00
01-50-509080-0000	ADMIN Recruiting Employees	3,456.66	5,032.90	(1,576.24)	-45.60%	17,283.30	24,001.82	(6,718.52)	-38.87%	41,480.00
01-50-509080-0100	ADMIN Employee Recognition	2,400.00	864.74	1,535.26	63.97%	8,250.00	1,021.26	7,228.74	87.62%	203,500.00
01-50-509990-0002	ADMIN Miscellaneous Expense	116.62	0.00	116.62	100.00%	583.10	(2,240.64)	2,823.74	484.26%	1,400.00
01-50-512120-0000	ADMIN Leases and Rentals - Other Gene...	83,335.08	66,750.66	16,584.42	19.90%	416,675.40	333,763.33	82,912.07	19.90%	1,000,021.00
Total Department: 50 - General & Administration:		365,563.57	330,868.72	34,694.85	9.49%	1,834,192.85	1,694,611.31	139,581.54	7.61%	4,565,482.00
Department: 51 - Finance										
01-51-501020-0500	ACCT-RM Admin Salaries	21,316.30	20,096.40	1,219.90	5.72%	106,581.50	56,050.95	50,530.55	47.41%	255,898.00
01-51-502010-0010	ACCT-RM Medicare Tax	309.12	298.37	10.75	3.48%	1,545.60	925.14	620.46	40.14%	3,711.00
01-51-502010-0020	ACCT-RM Social Security Taxes	1,321.63	1,275.78	45.85	3.47%	6,608.15	3,955.75	2,652.40	40.14%	15,866.00
01-51-502020-2000	ACCT-RM Retirement	1,705.31	2,024.48	(319.17)	-18.72%	8,526.55	6,053.28	2,473.27	29.01%	20,472.00
01-51-502070-0010	ACCT-RM Unemployment Taxes	1,832.60	4,049.37	(2,216.77)	-120.96%	9,163.00	4,127.79	5,035.21	54.95%	22,000.00
01-51-502090-0000	ACCT RM - Sick Pay	0.00	0.00	0.00	0.00%	0.00	908.66	(908.66)	0.00%	0.00
01-51-502100-0000	ACCT RM - Holiday Pay	0.00	0.00	0.00	0.00%	0.00	1,670.45	(1,670.45)	0.00%	0.00
01-51-502110-0000	ACCT RM - Vacation Pay	0.00	0.00	0.00	0.00%	0.00	3,625.72	(3,625.72)	0.00%	0.00
01-51-503020-0000	ACCT-RM Public Notices	41.65	0.00	41.65	100.00%	208.25	0.00	208.25	100.00%	500.00
01-51-503030-0009	ACCT-RM Contracted Services	0.00	4,510.00	(4,510.00)	0.00%	30,000.00	67,308.39	(37,308.39)	-124.36%	30,000.00
01-51-503030-0015	ACCT-RM Audit Services	2,500.00	6,000.00	(3,500.00)	-140.00%	30,500.00	21,885.00	8,615.00	28.25%	30,500.00
01-51-503030-3250	ACCT-RM Consulting	3,750.00	616.25	3,133.75	83.57%	18,750.00	19,475.00	(725.00)	-3.87%	45,000.00
01-51-506030-0000	ACCT-RM Insurance - General & Auto Li...	32,950.25	28,806.08	4,144.17	12.58%	164,751.25	156,175.76	8,575.49	5.21%	395,403.00
01-51-506040-0000	ACCT-RM Insurance - Losses	4,165.00	0.00	4,165.00	100.00%	20,825.00	0.00	20,825.00	100.00%	50,000.00
01-51-506040-1000	ACCT-RM Insurance Premium - WC	19,325.26	0.00	19,325.26	100.00%	96,626.30	75,016.00	21,610.30	22.36%	231,996.00
01-51-506080-0000	ACCT-RM Insurance - Admin	119,482.18	126,351.65	(6,869.47)	-5.75%	597,410.90	622,582.99	(25,172.09)	-4.21%	1,434,360.00
01-51-509010-0000	ACCT-RM Memberships & Subscriptions	3,269.16	0.00	3,269.16	100.00%	16,345.80	160.00	16,185.80	99.02%	39,230.00
01-51-509020-0000	ACCT-RM Travel - Meetings/Seminars	166.43	5.48	160.95	96.71%	832.15	5.48	826.67	99.34%	1,998.00
01-51-509020-0002	ACCT RM - Mileage Reimbursement	0.00	924.70	(924.70)	0.00%	0.00	1,309.16	(1,309.16)	0.00%	0.00
01-51-509080-1000	ACCT RM - Bank Adjustments/Fees	0.00	180.20	(180.20)	0.00%	0.00	825.31	(825.31)	0.00%	0.00
Total Department: 51 - Finance:		212,134.89	195,138.76	16,996.13	8.01%	1,108,674.45	1,042,060.83	66,613.62	6.01%	2,576,934.00

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 52 - IT										
01-52-501020-0500	IT Admin Salaries	26,688.40	21,671.81	5,016.59	18.80%	133,442.00	116,732.56	16,709.44	12.52%	320,389.00
01-52-501020-1610	IT - Salaries OT	0.00	1,428.00	(1,428.00)	0.00%	0.00	5,072.10	(5,072.10)	0.00%	0.00
01-52-502010-0010	IT Medicare Tax	387.01	411.96	(24.95)	-6.45%	1,935.05	2,029.47	(94.42)	-4.88%	4,646.00
01-52-502010-0020	IT Social Security Taxes	1,654.67	1,761.50	(106.83)	-6.46%	8,273.35	8,677.99	(404.64)	-4.89%	19,864.00
01-52-502020-2000	IT Retirement	2,135.06	2,369.31	(234.25)	-10.97%	10,675.30	11,866.78	(1,191.48)	-11.16%	25,631.00
01-52-502070-0010	IT Unemployment Taxes	0.00	0.71	(0.71)	0.00%	0.00	134.69	(134.69)	0.00%	0.00
01-52-502090-0000	IT Sick Pay	0.00	2,930.14	(2,930.14)	0.00%	0.00	4,970.73	(4,970.73)	0.00%	0.00
01-52-502100-0000	IT Holiday Pay	0.00	1,176.05	(1,176.05)	0.00%	0.00	5,014.58	(5,014.58)	0.00%	0.00
01-52-502110-0000	IT Vacation Pay	0.00	376.18	(376.18)	0.00%	0.00	3,926.89	(3,926.89)	0.00%	0.00
01-52-503020-0006	IT Communications	11,500.00	1,194.28	10,305.72	89.61%	51,500.00	16,666.96	34,833.04	67.64%	83,000.00
01-52-503030-0009	IT Contracted Services	12,000.00	2,431.91	9,568.09	79.73%	72,000.00	52,121.38	19,878.62	27.61%	167,500.00
01-52-503030-0011	IT Computer/Networks Software Agmt	4,416.66	4,326.71	89.95	2.04%	22,083.30	83,967.78	(61,884.48)	-280.23%	53,000.00
01-52-503030-3250	IT Consulting	0.00	0.00	0.00	0.00%	3,000.00	0.00	3,000.00	100.00%	12,000.00
01-52-503050-0000	IT Office Equipment Maintenance	166.60	20.98	145.62	87.41%	833.00	862.55	(29.55)	-3.55%	2,000.00
01-52-504990-0010	IT Computer Supplies	1,500.00	750.14	749.86	49.99%	13,500.00	2,031.33	11,468.67	84.95%	28,000.00
01-52-506080-0000	IT - Cyber Insurance	1,259.75	1,097.27	162.48	12.90%	6,298.75	5,480.76	817.99	12.99%	15,117.00
01-52-509020-0000	IT Travel - Meetings/Seminars	49.98	0.00	49.98	100.00%	249.90	0.00	249.90	100.00%	600.00
01-52-509020-0001	IT Training/Workshop	0.00	0.00	0.00	0.00%	3,200.00	0.00	3,200.00	100.00%	11,300.00
Total Department: 52 - IT:		61,758.13	41,946.95	19,811.18	32.08%	326,990.65	319,556.55	7,434.10	2.27%	743,047.00
Department: 53 - Planning										
01-53-501020-0500	PL Admin Salaries	16,559.79	16,272.44	287.35	1.74%	82,798.95	67,038.75	15,760.20	19.03%	198,797.00
01-53-502010-0010	PL Medicare Tax	240.15	534.93	(294.78)	-122.75%	1,200.75	1,446.77	(246.02)	-20.49%	2,883.00
01-53-502010-0020	PL Social Security Taxes	1,026.67	2,287.23	(1,260.56)	-122.78%	5,133.35	6,186.13	(1,052.78)	-20.51%	12,325.00
01-53-502020-2000	PL Retirement	1,324.80	1,231.12	93.68	7.07%	6,624.00	4,581.40	2,042.60	30.84%	15,904.00
01-53-502070-0010	PL Unemployment Taxes	0.00	33.32	(33.32)	0.00%	0.00	116.82	(116.82)	0.00%	0.00
01-53-502100-0000	PL Holiday Pay	0.00	328.85	(328.85)	0.00%	0.00	1,566.97	(1,566.97)	0.00%	0.00
01-53-502110-0000	PL Vacation Pay	0.00	739.89	(739.89)	0.00%	0.00	1,648.49	(1,648.49)	0.00%	0.00
01-53-503030-3250	PL Consulting	112,500.00	6,702.00	105,798.00	94.04%	437,500.00	185,571.25	251,928.75	57.58%	625,000.00
01-53-509020-0000	PL Travel - Meetings/Seminars	83.21	0.00	83.21	100.00%	416.05	0.00	416.05	100.00%	999.00
01-53-509020-0001	PL Training/Workshop	2,000.00	0.00	2,000.00	100.00%	2,000.00	0.00	2,000.00	100.00%	5,000.00
Total Department: 53 - Planning:		133,734.62	28,129.78	105,604.84	78.97%	535,673.10	268,156.58	267,516.52	49.94%	860,908.00
Department: 54 - Marketing & Customer Service										
01-54-501020-0500	MCS Admin Salaries	25,371.01	15,626.54	9,744.47	38.41%	126,855.05	100,547.99	26,307.06	20.74%	304,574.00
01-54-501020-1610	MCS Salaries - OT	0.00	2.36	(2.36)	0.00%	0.00	1,224.21	(1,224.21)	0.00%	0.00
01-54-502010-0010	MCS Medicare Tax	367.85	0.00	367.85	100.00%	1,839.25	1,276.82	562.43	30.58%	4,416.00
01-54-502010-0020	MCS Social Security Taxes	1,573.03	0.00	1,573.03	100.00%	7,865.15	5,459.39	2,405.76	30.59%	18,884.00
01-54-502020-2000	MCS Retirement	2,029.68	1,586.98	442.70	21.81%	10,148.40	9,389.61	758.79	7.48%	24,366.00
01-54-502070-0010	MCS Unemployment Taxes	0.00	0.00	0.00	0.00%	0.00	149.08	(149.08)	0.00%	0.00
01-54-502090-0000	MCS Sick Pay	0.00	0.00	0.00	0.00%	0.00	1,942.23	(1,942.23)	0.00%	0.00
01-54-502100-0000	MCS Holiday Pay	0.00	1,335.72	(1,335.72)	0.00%	0.00	5,315.20	(5,315.20)	0.00%	0.00

My Monthly Budget Report

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		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-54-502110-0000	MCS Vacation Pay	0.00	2,127.51	(2,127.51)	0.00%	0.00	5,480.48	(5,480.48)	0.00%	0.00
01-54-503030-3240	MCS Contracted Services	7,837.50	4,026.25	3,811.25	48.63%	42,250.00	11,272.67	30,977.33	73.32%	50,100.00
01-54-503030-3260	MCS Advertising	1,959.50	628.93	1,330.57	67.90%	18,278.00	3,625.31	14,652.69	80.17%	41,248.00
01-54-503030-3270	MCS Events Expenses	1,000.00	2,859.95	(1,859.95)	-186.00%	2,600.00	4,303.65	(1,703.65)	-65.53%	6,000.00
01-54-503990-0003	MCS Printing Expense	200.00	0.00	200.00	100.00%	19,750.00	2,329.22	17,420.78	88.21%	39,350.00
01-54-504990-0002	MCS Office Supplies - Postage	200.00	468.26	(268.26)	-134.13%	8,000.00	2,736.36	5,263.64	65.80%	16,400.00
01-54-509010-0000	MCS Memberships & Subscriptions	104.95	204.00	(99.05)	-94.38%	524.75	1,064.00	(539.25)	-102.76%	1,260.00
01-54-509020-0000	MCS Travel - Meetings/Seminars	1,000.00	0.00	1,000.00	100.00%	4,000.00	1,810.79	2,189.21	54.73%	5,000.00
01-54-509020-0001	Training Workshop	183.26	0.00	183.26	100.00%	916.30	712.25	204.05	22.27%	2,200.00
Total Department: 54 - Marketing & Customer Service:		41,826.78	28,866.50	12,960.28	30.99%	243,026.90	158,639.26	84,387.64	34.72%	513,798.00
Total Expense:		1,891,429.21	1,797,625.63	93,803.58	4.96%	11,406,470.41	11,018,334.43	388,135.98	3.40%	25,344,766.00
Total Revenues		1,242,399.66	2,029,660.48	787,260.82	63.37%	13,119,219.66	14,116,386.33	997,166.67	7.60%	25,943,216.00
Total Fund: 01 - General Fund:		(649,029.55)	232,034.85	881,064.40		1,712,749.25	3,098,051.90	1,385,302.65		598,450.00
Fund: 02 - Capital Fund										
Revenue										
Department: 00 - Assets										
02-00-408020-0100	Transfer from General Fund	0.00	0.00	0.00	0.00%	1,500,000.00	1,500,000.00	0.00	0.00%	1,500,000.00
Total Department: 00 - Assets:		0.00	0.00	0.00	0.00%	1,500,000.00	1,500,000.00	0.00	0.00%	1,500,000.00
Department: 09 - Revenue										
02-09-407990-1000	Gain/Loss on sale of assets	0.00	0.00	0.00	0.00%	0.00	5,306.00	5,306.00	0.00%	0.00
Total Department: 09 - Revenue:		0.00	0.00	0.00	0.00%	0.00	5,306.00	5,306.00	0.00%	0.00
Department: 60 - Vehicles										
02-60-413990-2036	FTA 5339 Capital revenue	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	494,000.00
Total Department: 60 - Vehicles:		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	494,000.00
Total Revenue:		0.00	0.00	0.00	0.00%	1,500,000.00	1,505,306.00	5,306.00	0.35%	1,994,000.00
Expense										
Department: 60 - Vehicles										
02-60-522000-0000	Capital Outlay - Revenue Vehicles	4,975,605.00	5,036,283.62	(60,678.62)	-1.22%	4,975,605.00	5,036,283.62	(60,678.62)	-1.22%	5,658,605.00
02-60-522000-0001	Capital Outlay - Service Vehicles	0.00	5,770.00	(5,770.00)	0.00%	150,000.00	127,585.79	22,414.21	14.94%	150,000.00
02-60-522000-0002	Capital Outlay - Refurbished Revenue V...	0.00	0.00	0.00	0.00%	1,350,000.00	0.00	1,350,000.00	100.00%	1,350,000.00
Total Department: 60 - Vehicles:		4,975,605.00	5,042,053.62	(66,448.62)	-1.34%	6,475,605.00	5,163,869.41	1,311,735.59	20.26%	7,158,605.00
Department: 62 - Equipment										
02-62-522000-0009	Capital Outlay - Communication/Inform...	11,245.50	0.00	11,245.50	100.00%	56,227.50	0.00	56,227.50	100.00%	135,000.00
02-62-522000-0010	Capital Outlay- Other Capital Investment	1,666.00	2,284.29	(618.29)	-37.11%	8,330.00	27,796.69	(19,466.69)	-233.69%	20,000.00
Total Department: 62 - Equipment:		12,911.50	2,284.29	10,627.21	82.31%	64,557.50	27,796.69	36,760.81	56.94%	155,000.00
Total Expense:		4,988,516.50	5,044,337.91	(55,821.41)	-1.12%	6,540,162.50	5,191,666.10	1,348,496.40	20.62%	7,313,605.00
Total Revenues		0.00	0.00	0.00	0.00%	1,500,000.00	1,505,306.00	5,306.00	0.35%	1,994,000.00
Total Fund: 02 - Capital Fund:		(4,988,516.50)	(5,044,337.91)	(55,821.41)		(5,040,162.50)	(3,686,360.10)	1,353,802.40		(5,319,605.00)

My Monthly Budget Report

For Fiscal: FY25 Period Ending: 05/31/2025

		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 03 - Air Fund										
Revenue										
Department: 70 - Airport Transfers										
03-70-408020-0100	Transfer From General Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
	Total Department: 70 - Airport Transfers:	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
	Total Revenue:	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
Expense										
Department: 70 - Airport Transfers										
03-70-508010-0000	Minimum Revenue Guarantees	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
	Total Department: 70 - Airport Transfers:	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
	Total Expense:	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
	Total Revenues	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,200,000.00
	Total Fund: 03 - Air Fund:	0.00	0.00	0.00		0.00	0.00	0.00		0.00
Fund: 04 - Housing Fund										
Revenue										
Department: 00 - Assets										
04-00-408020-0100	Transfer from General Fund	0.00	0.00	0.00	0.00%	320,000.00	320,000.00	0.00	0.00%	320,000.00
	Total Department: 00 - Assets:	0.00	0.00	0.00	0.00%	320,000.00	320,000.00	0.00	0.00%	320,000.00
Department: 80 - Admin of Housing Programs										
04-80-407990-2000	Rent - Leased Properties	0.00	(7,571.27)	(7,571.27)	0.00%	0.00	0.00	0.00	0.00%	0.00
	Total Department: 80 - Admin of Housing Programs:	0.00	(7,571.27)	(7,571.27)	0.00%	0.00	0.00	0.00	0.00%	0.00
Department: 81 - Quail Run 1										
04-81-407990-2000	Rent-owned properties-quail run 106-4 ...	4,373.16	5,601.11	1,227.95	28.08%	21,865.80	22,422.93	557.13	2.55%	52,499.00
	Total Department: 81 - Quail Run 1:	4,373.16	5,601.11	1,227.95	28.08%	21,865.80	22,422.93	557.13	2.55%	52,499.00
Department: 91 - Housing Ops LCV										
04-91-407990-2000	Rent-leased properties-lake creek village	5,685.72	11,270.00	5,584.28	98.22%	28,428.60	32,757.42	4,328.82	15.23%	68,256.00
	Total Department: 91 - Housing Ops LCV:	5,685.72	11,270.00	5,584.28	98.22%	28,428.60	32,757.42	4,328.82	15.23%	68,256.00
Department: 92 - Housing Ops Gypsum Apt										
04-92-407990-2000	Rent-owned properties-Gypsum Apt	1,439.42	2,173.98	734.56	51.03%	7,197.10	6,211.21	(985.89)	-13.70%	17,280.00
	Total Department: 92 - Housing Ops Gypsum Apt:	1,439.42	2,173.98	734.56	51.03%	7,197.10	6,211.21	(985.89)	-13.70%	17,280.00
Department: 93 - Housing Ops All Other Locations										
04-93-407990-2000	Rent-leased properties-riverdance	2,878.84	4,000.00	1,121.16	38.94%	14,394.20	18,294.84	3,900.64	27.10%	34,560.00
	Total Department: 93 - Housing Ops All Other Locations:	2,878.84	4,000.00	1,121.16	38.94%	14,394.20	18,294.84	3,900.64	27.10%	34,560.00
Department: 94 - Broadway										
04-94-407990-2000	Rent-leased properties-broadway	2,339.06	2,680.00	340.94	14.58%	11,695.30	11,216.67	(478.63)	-4.09%	28,080.00
	Total Department: 94 - Broadway:	2,339.06	2,680.00	340.94	14.58%	11,695.30	11,216.67	(478.63)	-4.09%	28,080.00

My Monthly Budget Report

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	May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 95 - Miller Road									
04-95-407990-2000 Rent-leased properties-miller ranch rd.	4,318.27	3,554.40	(763.87)	-17.69%	21,591.35	22,917.84	1,326.49	6.14%	51,840.00
Total Department: 95 - Miller Road:	4,318.27	3,554.40	(763.87)	-17.69%	21,591.35	22,917.84	1,326.49	6.14%	51,840.00
Department: 96 - Eby Creek									
04-96-407990-2000 Rent-leased properties-ebay creek	4,318.27	5,089.80	771.53	17.87%	21,591.35	26,035.03	4,443.68	20.58%	51,840.00
Total Department: 96 - Eby Creek:	4,318.27	5,089.80	771.53	17.87%	21,591.35	26,035.03	4,443.68	20.58%	51,840.00
Department: 97 - Housing Operations The Pike									
04-97-407990-2000 Rent Leased Properties The Pike	4,398.24	4,447.62	49.38	1.12%	21,991.20	17,493.91	(4,497.29)	-20.45%	52,800.00
Total Department: 97 - Housing Operations The Pike:	4,398.24	4,447.62	49.38	1.12%	21,991.20	17,493.91	(4,497.29)	-20.45%	52,800.00
Total Revenue:	29,750.98	31,245.64	1,494.66	5.02%	468,754.90	477,349.85	8,594.95	1.83%	677,155.00
Expense									
Department: 80 - Admin of Housing Programs									
04-80-503030-3250 Housing Project _ Consulting Fee	10,000.00	0.00	10,000.00	100.00%	40,000.00	0.00	40,000.00	100.00%	40,000.00
04-80-503050-0010 Contract Services General	916.30	0.00	916.30	100.00%	4,581.50	2,330.00	2,251.50	49.14%	11,000.00
04-80-505020-0001 WIFI And Utilites	2,915.50	1,251.41	1,664.09	57.08%	14,577.50	5,827.74	8,749.76	60.02%	35,000.00
Total Department: 80 - Admin of Housing Programs:	13,831.80	1,251.41	12,580.39	90.95%	59,159.00	8,157.74	51,001.26	86.21%	86,000.00
Department: 81 - Quail Run 1									
04-81-504990-0011 Materials & Supplies	833.00	0.00	833.00	100.00%	4,165.00	6,122.20	(1,957.20)	-46.99%	10,000.00
04-81-510125-0000 HOA Dues	599.76	720.00	(120.24)	-20.05%	2,998.80	3,600.00	(601.20)	-20.05%	7,200.00
Total Department: 81 - Quail Run 1:	1,432.76	720.00	712.76	49.75%	7,163.80	9,722.20	(2,558.40)	-35.71%	17,200.00
Department: 91 - Housing Ops LCV									
04-91-504990-0011 Materials & Supplies	108.29	0.00	108.29	100.00%	541.45	320.00	221.45	40.90%	1,300.00
04-91-512130-0000 Rent Expense	6,637.17	7,132.24	(495.07)	-7.46%	33,185.85	35,739.83	(2,553.98)	-7.70%	79,678.00
Total Department: 91 - Housing Ops LCV:	6,745.46	7,132.24	(386.78)	-5.73%	33,727.30	36,059.83	(2,332.53)	-6.92%	80,978.00
Department: 92 - Housing Ops Gypsum Apt									
04-92-504990-0011 Materials & Supplies	108.33	0.00	108.33	100.00%	541.65	87.16	454.49	83.91%	1,300.00
04-92-512130-0000 Lease Payments Gypsum	2,798.88	4,000.00	(1,201.12)	-42.91%	13,994.40	15,102.64	(1,108.24)	-7.92%	33,600.00
Total Department: 92 - Housing Ops Gypsum Apt:	2,907.21	4,000.00	(1,092.79)	-37.59%	14,536.05	15,189.80	(653.75)	-4.50%	34,900.00
Department: 93 - Housing Ops All Other Locations									
04-93-504990-0011 Materials & Supplies	108.29	0.00	108.29	100.00%	541.45	0.00	541.45	100.00%	1,300.00
04-93-512130-0000 Rent Expense	4,506.19	4,800.00	(293.81)	-6.52%	22,530.95	39,810.00	(17,279.05)	-76.69%	54,096.00
Total Department: 93 - Housing Ops All Other Locations:	4,614.48	4,800.00	(185.52)	-4.02%	23,072.40	39,810.00	(16,737.60)	-72.54%	55,396.00
Department: 94 - Broadway									
04-94-504990-0011 Materials & Supplies	108.29	0.00	108.29	100.00%	541.45	0.00	541.45	100.00%	1,300.00
04-94-512130-0000 rent expense	2,598.96	3,000.00	(401.04)	-15.43%	12,994.80	15,000.00	(2,005.20)	-15.43%	31,200.00
Total Department: 94 - Broadway:	2,707.25	3,000.00	(292.75)	-10.81%	13,536.25	15,000.00	(1,463.75)	-10.81%	32,500.00
Department: 95 - Miller Road									
04-95-504990-0011 Materials & Supplies	108.29	0.00	108.29	100.00%	541.45	0.00	541.45	100.00%	1,300.00

My Monthly Budget Report

For Fiscal: FY25 Period Ending: 05/31/2025

		May Budget	May Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
04-95-512130-0000	rent expense	9,944.02	9,948.00	(3.98)	-0.04%	49,720.10	50,540.00	(819.90)	-1.65%	119,376.00
	Total Department: 95 - Miller Road:	10,052.31	9,948.00	104.31	1.04%	50,261.55	50,540.00	(278.45)	-0.55%	120,676.00
	Department: 96 - Eby Creek									
04-96-504990-0011	Materials & Supplies	108.29	0.00	108.29	100.00%	541.45	160.00	381.45	70.45%	1,300.00
04-96-512130-0000	rent expense	8,939.42	10,021.53	(1,082.11)	-12.10%	44,697.10	47,840.20	(3,143.10)	-7.03%	107,316.00
	Total Department: 96 - Eby Creek:	9,047.71	10,021.53	(973.82)	-10.76%	45,238.55	48,000.20	(2,761.65)	-6.10%	108,616.00
	Department: 97 - Housing Operations The Pike									
04-97-504990-0011	Materials & Supplies	108.29	0.00	108.29	100.00%	541.45	0.00	541.45	100.00%	1,300.00
04-97-512130-0000	Lease Payments The Pike	8,636.54	2,484.82	6,151.72	71.23%	43,182.70	36,494.17	6,688.53	15.49%	103,680.00
	Total Department: 97 - Housing Operations The Pike:	8,744.83	2,484.82	6,260.01	71.59%	43,724.15	36,494.17	7,229.98	16.54%	104,980.00
	Total Expense:	60,083.81	43,358.00	16,725.81	27.84%	290,419.05	258,973.94	31,445.11	10.83%	641,246.00
	Total Revenues	29,750.98	31,245.64	1,494.66	5.02%	468,754.90	477,349.85	8,594.95	1.83%	677,155.00
	Total Fund: 04 - Housing Fund:	(30,332.83)	(12,112.36)	18,220.47		178,335.85	218,375.91	40,040.06		35,909.00
	Report Total:	(5,667,878.88)	(4,824,415.42)	843,463.46		(3,149,077.40)	(369,932.29)	2,779,145.11		(4,685,246.00)



Eagle Valley Transportation Authority, CO

My Check Report

By Check Number

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 99 - First Bank AP-99 - First Bank Checking AP						
COLLETT	Collett Enterprises, Inc.	05/01/2025	Regular	0.00	753.50	10283
CCFW&U	Collins Cole Flynn Winn & Ulmer	05/01/2025	Regular	0.00	5,896.50	10284
ECFM	Eagle County Facilities Management	05/01/2025	Regular	0.00	66,750.66	10285
ECH&D	Eagle County Housing & Development	05/01/2025	Regular	0.00	3,000.00	10286
EV TEMPS	Eagle Valley Temps	05/01/2025	Regular	0.00	1,440.50	10287
KRC PROPERTIES	KRC Properties	05/01/2025	Regular	0.00	4,000.00	10288
LAKE CREEK	Lake Creek Village Apt	05/01/2025	Regular	0.00	7,132.24	10289
PARKVILLE WD	Parkville Water District	05/01/2025	Regular	0.00	93.97	10290
PSE	Personnel Safety Enterprises, Inc	05/01/2025	Regular	0.00	338.95	10291
QUAIL RUN	Quail Run	05/01/2025	Regular	0.00	720.00	10292
RIVER DANCE	River Dance	05/01/2025	Regular	0.00	4,800.00	10293
SP PLUS	SP Plus	05/01/2025	Regular	0.00	136,073.81	10294
Xcel	Xcel Energy	05/01/2025	Regular	0.00	628.58	10295
TERM VENDOR	Term Vendor	05/07/2025	Regular	0.00	2,827.65	10296
AquaLogic	AquaLogic LLC	05/09/2025	Regular	0.00	130.00	10297
BLUE MONSTER	Blue Monster Service LLC	05/09/2025	Regular	0.00	280.00	10298
CEBT	CEBT Payments	05/09/2025	Regular	0.00	129,676.99	10299
CLEVER	CLEVER DEVICES	05/09/2025	Regular	0.00	78,335.00	10300
COLLETT	Collett Enterprises, Inc.	05/09/2025	Regular	0.00	1,684.50	10301
CASTA	Colorado Association of Transit Agencies	05/09/2025	Regular	0.00	35,186.01	10302
CRS	CRS of Colorado	05/09/2025	Regular	0.00	7,920.50	10303
ECG Finance	Eagle County Government Finance	05/09/2025	Regular	0.00	39,112.00	10304
ECH&D	Eagle County Housing & Development	05/09/2025	Regular	0.00	9,948.00	10305
EV TEMPS	Eagle Valley Temps	05/09/2025	Regular	0.00	2,680.00	10306
GEHC&DC	Golden Eagle Heating Cooling & Drain Cleaning	05/09/2025	Regular	0.00	625.00	10307
GPS	Government Performance Solutions, Inc.	05/09/2025	Regular	0.00	6,950.00	10308
Doctors on Call	Guy J. Kovacevich, M.D, P.C.	05/09/2025	Regular	0.00	960.00	10309
HAYNIE	Haynie & Company	05/09/2025	Regular	0.00	12,000.00	10310
LEADVILLE SD	Leadville Sanitation District	05/09/2025	Regular	0.00	52.00	10311
PROCOM	Procom LLC	05/09/2025	Regular	0.00	960.50	10312
PBF&S	Pye-Barker Fire & Safety, LLC	05/09/2025	Regular	0.00	359.00	10313
SBL	Shuttle Bus Leasing	05/09/2025	Regular	0.00	15,000.00	10314
SayNoMore	SNMP Inc	05/09/2025	Regular	0.00	748.20	10315
SIPA	Statewide Internet Portal Authority	05/09/2025	Regular	0.00	254.35	10316
PIKE	The Pike	05/09/2025	Regular	0.00	2,484.82	10317
TRYBE	Trybe Property Management	05/09/2025	Regular	0.00	10,021.53	10318
TYLER TECH	Tyler Technologies, Inc.	05/09/2025	Regular	0.00	761.25	10319
AT&T	AT&T Mobility, LLC	05/16/2025	Regular	0.00	1,177.76	10320
ECFM	Eagle County Facilities Management	05/16/2025	Regular	0.00	1,348.88	10321
FEHR & PEERS	Fehr & Peers	05/16/2025	Regular	0.00	47,580.38	10322
FTS	Forward Tech Solutions	05/16/2025	Regular	0.00	5,578.00	10323
ISTONISH	Istonish, Inc.	05/16/2025	Regular	0.00	7,105.00	10324
VVP	Vail Valley Partnership	05/16/2025	Regular	0.00	490.00	10325
TERM VENDOR	Term Vendor	05/22/2025	Regular	0.00	2,580.24	10326
AMT	Always Mountain Time	05/23/2025	Regular	0.00	1,500.00	10327
CGCS	Capitol Government Contract Specialists	05/23/2025	Regular	0.00	1,650.00	10328
Clean Up	Clean Up Janitorial Services LLC	05/23/2025	Regular	0.00	220.00	10329
COLLETT	Collett Enterprises, Inc.	05/23/2025	Regular	0.00	897.00	10330
CCFW&U	Collins Cole Flynn Winn & Ulmer	05/23/2025	Regular	0.00	9,936.00	10331
CONSUELO HERNANDEZ	Consuelo Hernandez	05/23/2025	Regular	0.00	560.00	10332
CPS HR	Cooperative Personnel Services	05/23/2025	Regular	0.00	2,265.00	10333
ECFM	Eagle County Facilities Management	05/23/2025	Regular	0.00	3,855.54	10334
EC Fleet	Eagle County Fleet Services	05/23/2025	Regular	0.00	180,885.49	10335
EVBH	Eagle Valley Mental Health	05/23/2025	Regular	0.00	1,465.50	10336

My Check Report

Date Range: 05/01/2025 - 05/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
EV TEMPS	Eagle Valley Temps	05/23/2025	Regular	0.00	1,340.00	10337
HYFYVE	HyFyve	05/23/2025	Regular	0.00	5,075.00	10338
KNS	KNS Broadcasting	05/23/2025	Regular	0.00	363.00	10339
PSE	Personnel Safety Enterprises, Inc	05/23/2025	Regular	0.00	100.40	10340
SIPA	Statewide Internet Portal Authority	05/23/2025	Regular	0.00	2,207.82	10341
SSPP	Stewart & Stevenson LLC	05/23/2025	Regular	0.00	4,927.50	10342
AVON	Town of Avon	05/23/2025	Regular	0.00	70,609.36	10343
TYLER TECH	Tyler Technologies, Inc.	05/23/2025	Regular	0.00	507.50	10344
UNIFIRST	UniFirst Corporation	05/23/2025	Regular	0.00	201.84	10345
VAIL DAILY	Vail Daily	05/23/2025	Regular	0.00	3,338.48	10346
CLEVER	CLEVER DEVICES	05/30/2025	Regular	0.00	19,123.75	10347
ECFM	Eagle County Facilities Management	05/30/2025	Regular	0.00	66,750.66	10348
EV TEMPS	Eagle Valley Temps	05/30/2025	Regular	0.00	1,340.00	10349
FTS	Forward Tech Solutions	05/30/2025	Regular	0.00	1,074.00	10350
GEHC&DC	Golden Eagle Heating Cooling & Drain Cleaning	05/30/2025	Regular	0.00	575.00	10351
ACE	Gypsum Eagle Ace Hardware LLC	05/30/2025	Regular	0.00	44.57	10352
QUAIL RUN	Quail Run	05/30/2025	Regular	0.00	720.00	10353
FB CC	FirstBank CC	05/06/2025	Bank Draft	0.00	229.82	DFT0000029
PINNACOL	Pinnacol Assurance	05/02/2025	Bank Draft	0.00	18,754.00	DFT0000031
FB CC	FirstBank CC	05/28/2025	Bank Draft	0.00	29,022.55	DFT0000036
CDL&E	Colorado Department of Labor	05/27/2025	Bank Draft	0.00	2,011.57	DFT0000037

Bank Code 99 - First Bank AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	71	0.00	1,037,979.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	50,017.94
EFT's	0	0	0.00	0.00
	97	75	0.00	1,087,997.62

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	71	0.00	1,037,979.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	50,017.94
EFT's	0	0	0.00	0.00
	97	75	0.00	1,087,997.62

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash Fund	5/2025	1,087,997.62
			1,087,997.62



To: The Core Transit Board

From: Aryn Schlichting, Director of People and Culture

Meeting Date: 07/09/2025

SUBJECT: Core Transit Employee Culture Presentation

RECOMMENDED ACTIONS: Information and Discussion

Background

At a previous meeting, the Board requested that staff gather data to provide a comprehensive view of Core Transit's employee culture and related development efforts. This presentation will review recent survey data and relevant initiatives.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. Core Transit Culture Analysis and Goals Presentation



Core Transit Culture Report and Goals

Culture Goals at a Glance

- Build a **culture of safety**, where **continuous improvement** is a source of pride.
- Create a **culture of trust, clear communication, and team-based problem solving**.
- Ensure all information we share is **accurate, transparent, and easily understood**.
- Offer **competitive pay, benefits, and wellness** resources to retain top talent.
- Invest in **training, skill-building, and career development**.





What Drives Us Forward

We believe in a human-centered approach that focuses on putting people first—our community, our riders, and our team.



Our Mission Drives Us

We're here to provide everyone in our community with user-friendly transportation solutions that are safe, rewarding, and reliable.



Our Promise

We strive to be welcoming, accessible, rewarding and the dependable choice for everyone.



Our Team Culture

Create a culture of trust, clear communication, and team-based problem solving.



Where We're Headed

We will become the #1 choice for getting around our region because our services are so outrageously beneficial.

Here's What We Know About Our Culture

Survey results (Jan 2025)

- 66% feel supported by leadership; 34% don't feel supported by leadership.
- 50% Feel comfortable sharing feedback with management; others only feel comfortable sometimes or not at all.
- On a rating scale of 5 being the highest, 48% rated Core Transit a 5 and would recommend us to a friend, 12% rated it a 4, and 20% gave it a 3.

What we're hearing

- Employees like the pay and benefits.
- Operators enjoy helping the community, driving and meeting riders.
- Some report feeling grateful for progress and having a great place to work.
- Others report not trusting leadership.
- Comments suggested supervisors and managers need more training.
- Employees want transparency around rules and systems.
- Employees asked for enhanced fleet reliability.



Continuous Feedback and Teamwork: The Driving Forces Behind Initiatives



Competitive Compensation

- Strong Benefits Package
- Refined Bonuses
- Step Plan Prioritizing Internal Equity



Daily Work Environment

- Vehicle Maintenance Improvements
- Leadership Training
- Operator Friendly Schedule Adjustments

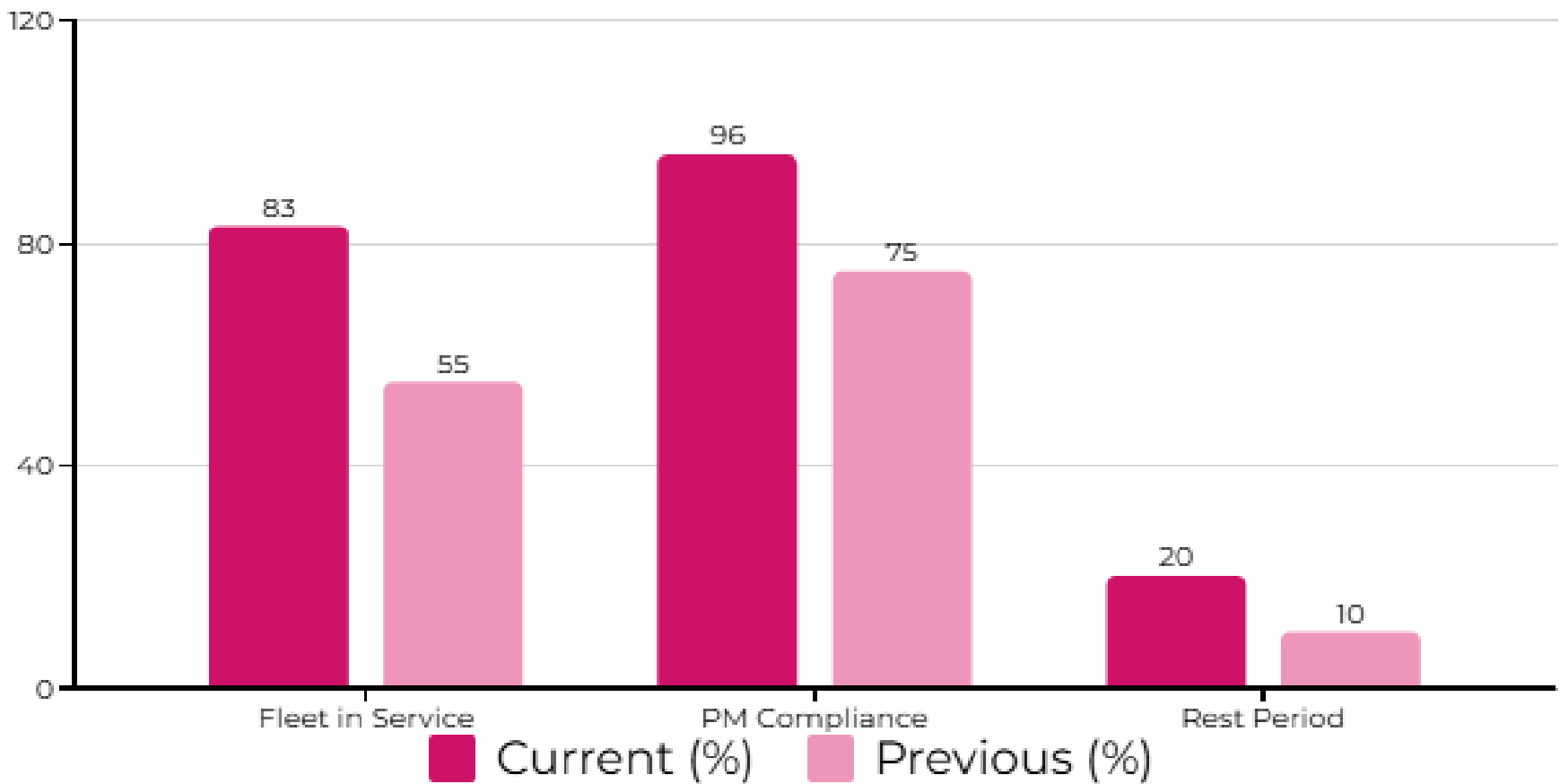


More Feedback Channels

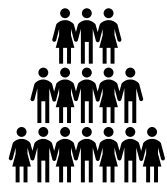
- Quarterly Employee Meetings
- Sling – Internal Messaging Platform
- Coffee Chats with Leadership



Routes, Schedules, and Buses Shape Drivers' Work Environment



Longer breaks built into schedules



Less crowding, less stress



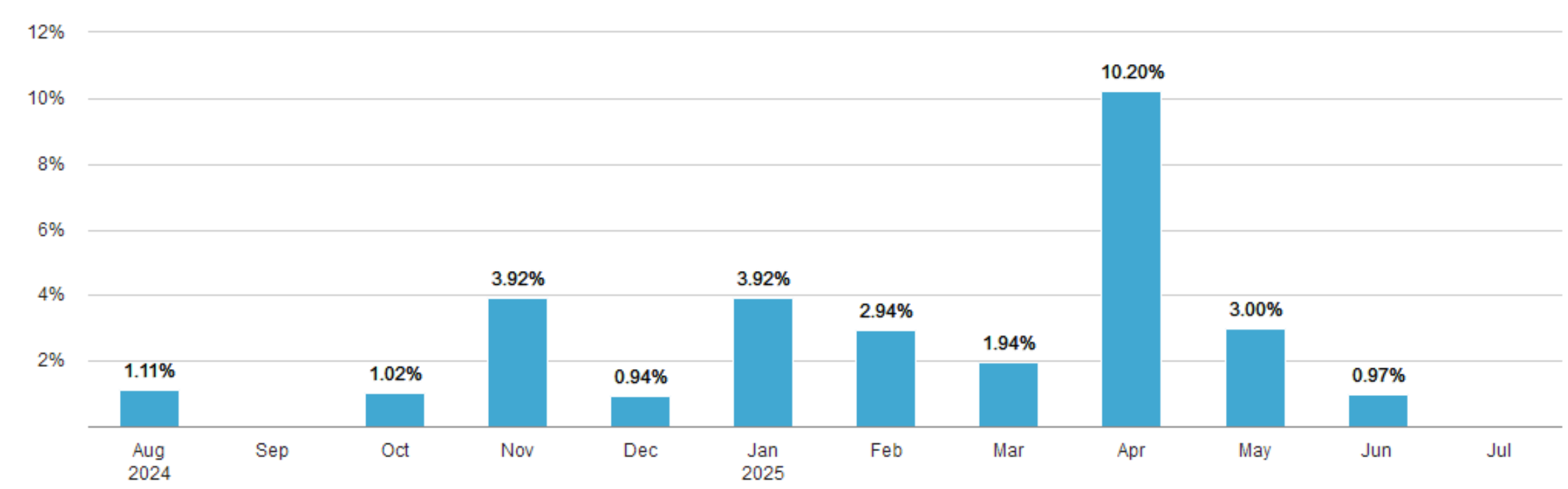
Consistent work locations for each employee

Employee Feedback Driving New and Future Programs

- Overtime scheduling transparency
- Public education: how to safely give space to buses and large vehicles in roundabouts
- Cross departmental meetings – Identify, Discuss & Solve
- Sunglass Program



Full-time & Part-time Employee Turnover: Monthly



*April is the end of the winter season.



Transparency and Following Processes

Category	Policy	Key Actions	Location
Discipline Process	Employee Handbook, Operator Manual & trainings	Verbal Warnings, Written Warnings, Final Warnings and Further actions as warranted	Coretransit.org and Paylocity App > Company Links > Operator Manual
Accidents' Seriousness	Operator Manual; Structured levels of accident discipline	Review for severity, accident count, repair costs and fault, may lead to steps in discipline.	Paylocity App > Company Links > Operator Manual
Disagreeing with Accident Results	Operator Manual; Accident investigation process and appeals	Review for validity.	Paylocity App > Company Links > Operator Manual
Voice Concerns About Leadership	Open Door Policy for Concerns & Supervisor Compliance Conduct Policy	Report any issues to leadership or HR, ensure a review or steps towards resolution.	Paylocity App > Company Links > Employee Handbook
Legal Compliance	Federal and state laws to support employees.	Compliance with legal requirements such as wage and overtime rules, leave laws, constitutional rights, etc.	Employee Handbook and Colorado Department of Labor and Employment



Next: Goals for 2025 - 2026

Now

- Create a recognition program focused on safety and introduce a year-end bonus program.
- Roll out a wellness incentive program.
- Conduct a complete wage study to ensure competitiveness.
- Ensure the housing program is stable and continues to meet staffing needs.

Next

- Work on goals guided by the Strategic Plan, continuing to invest time and resources into culture and putting people first.
- Create a system to measure culture and prioritize people-first metrics.

Tracking Progress

- Annual Survey: Job Satisfaction, Ability to Share Feedback & Feel Supported in Your Job.
- Ongoing feedback in Daily Operations, Quarterly Meetings, Sling and Driver Committee .





To: The Core Transit Board

From: Dave Levy, Planning Manager

Meeting Date: 7/9/25

SUBJECT: 10 Year Transit Development and Capital Plan: Capital Plan Presentation

RECOMMENDED ACTIONS: Provisional approval of the 10 Year Transit Development and Capital Plan

Core Transit project consultants from Fehr & Peers will present the 10 Year Transit Development and Capital Plan Service Plan costs, Capital plan, and phasing strategy to the Board for provisional approval.

Attachments: N/A

Ten-Year Transit Development & Capital Plan

Core Board Meeting
July 9, 2025



Agenda

1. Service Plan Recap & Cost Estimates
2. Capital Improvement Plan
3. Financial Plan
4. Next Steps



Project Timeline

We are here!



	2024							2025						
	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Task 1: Project Management & Meetings														
Task 2: Public Outreach														
Task 3: Analysis of Existing Conditions														
Task 4: Travel Market Analysis														
Task 5: Service Alternatives Development & Analysis														
Task 6: Final Service Development & Delivery Plan														
Task 7: Capital Improvement Plan & Financial Plan														
Task 8: Performance Measures														
Task 9: Draft & Final Plan														



Final Plan Elements

1

Existing Conditions
Travel Market Analysis

2

Public Engagement

3

Service Alternatives
Development & Eval

4

Service Delivery Plan

5

Supporting Strategies

6

Capital Improvement
Plan

7

Financial Plan

8

Implementation/
Phasing



Today's focus



1. Service Plan Recap



Over a Thousand People Reached



865

survey contributions



150

conversations at
6 pop-up events



5

focus groups
across the Valley



12

stakeholder interviews
across 23 organizations



4

community
events attended

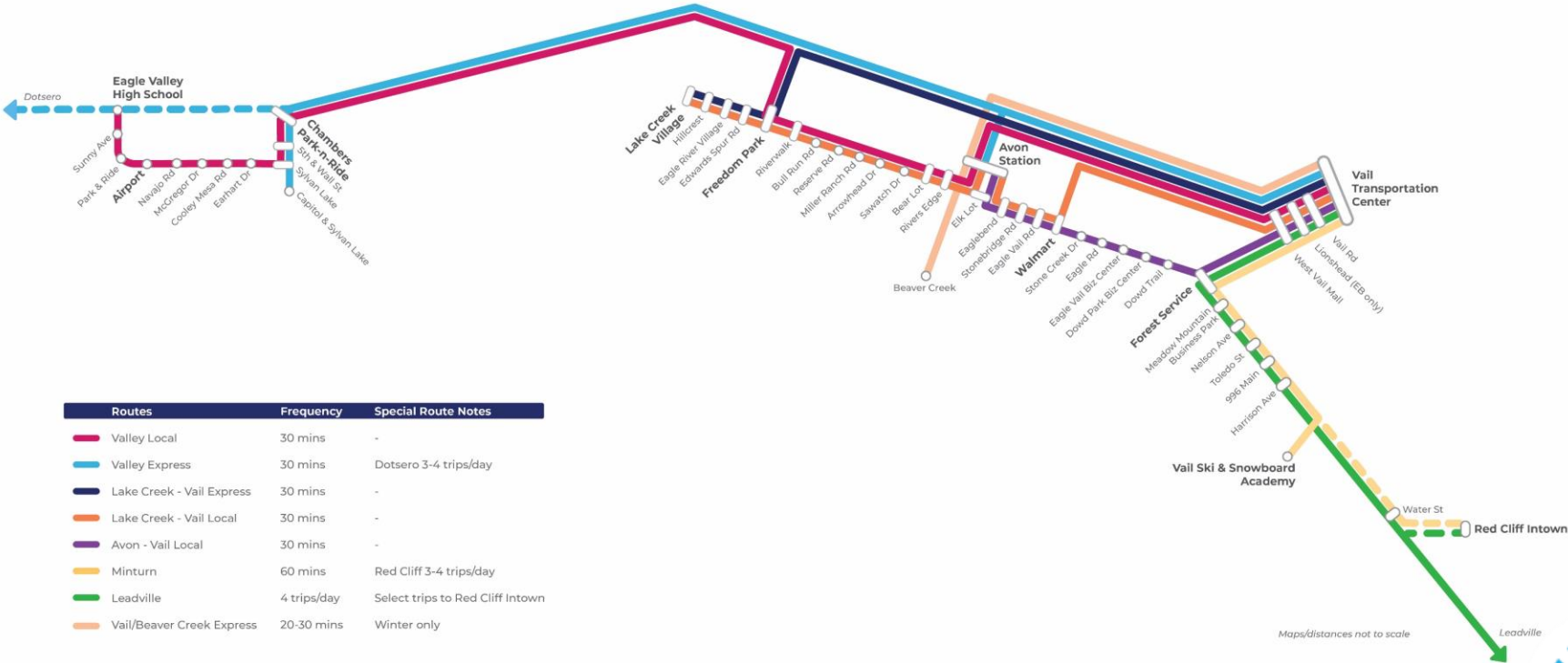


8

Technical Advisory
Committee meetings



Our Preferred Transit Alternative



Routes	Frequency	Special Route Notes
Valley Local	30 mins	-
Valley Express	30 mins	Dotsero 3-4 trips/day
Lake Creek - Vail Express	30 mins	-
Lake Creek - Vail Local	30 mins	-
Avon - Vail Local	30 mins	-
Minturn	60 mins	Red Cliff 3-4 trips/day
Leadville	4 trips/day	Select trips to Red Cliff Intown
Vail/Beaver Creek Express	20-30 mins	Winter only

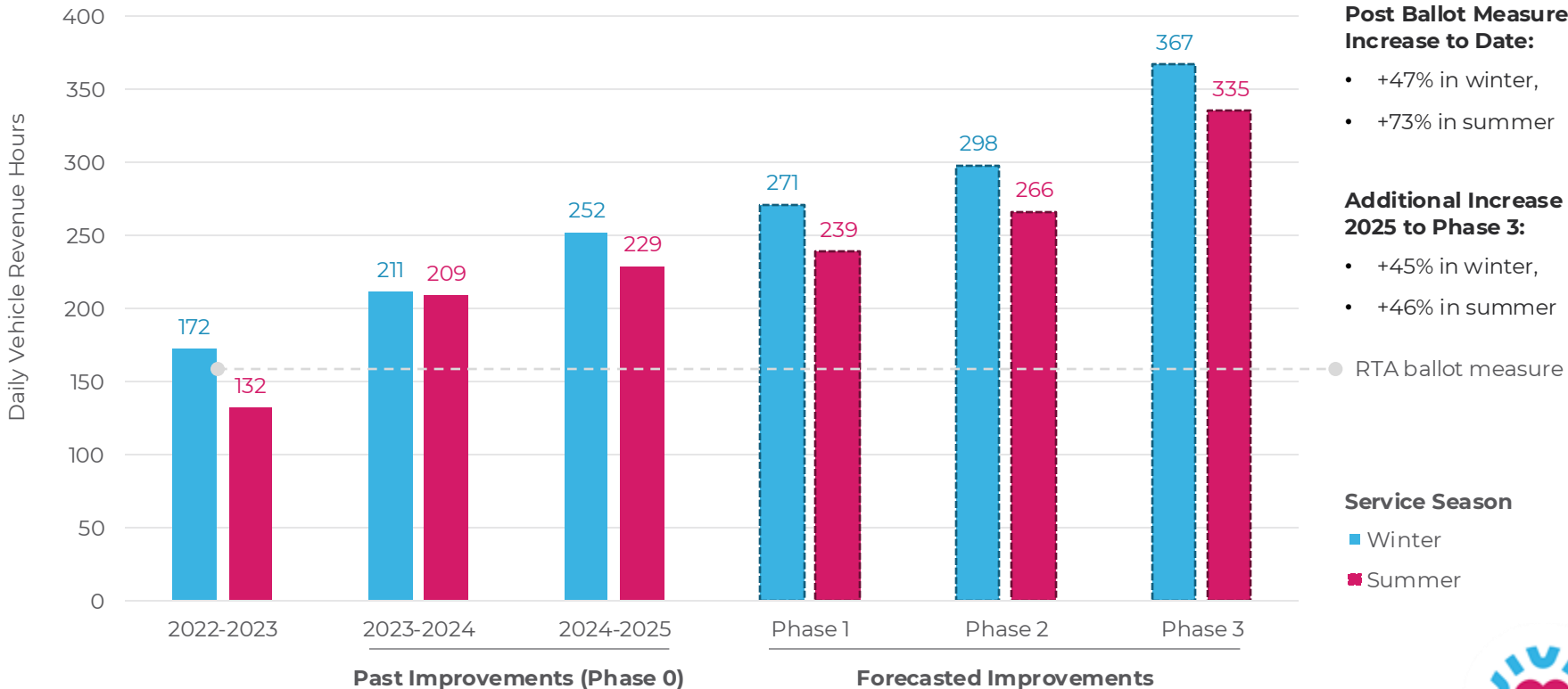


Phasing Summary

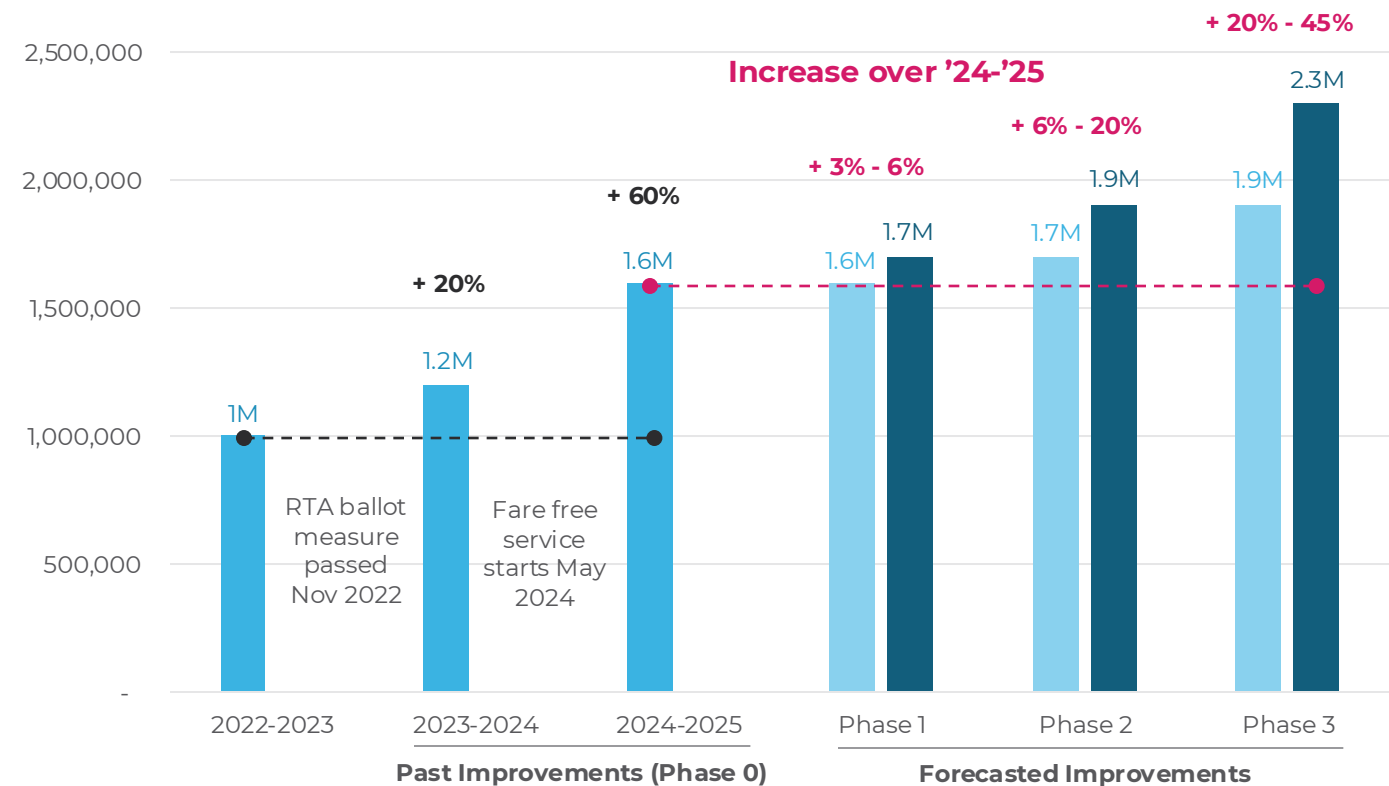
	Phase 0	Phase 1	Phase 2	Phase 3
Valley	2x Eagle-Vail service; 3x/day Dotsero service	Extend express to Capitol/Sylvan Lake	Implement Valley Express to Eagle/ Study airport needs	Increase frequency to Gypsum
Highway 6	20-min frequency with more express options	Implement 3 distinct routes	Expand express and evening service hours	More evening service
Minturn	3x/day trips to Red Cliff	Align with Leadville route to maximize frequency	All day hourly service to Minturn	Additional frequency from additional Leadville runs
Leadville	4x/day trips to Leadville	Midday service to Red Cliff	-	Additional Leadville runs
BC/Vail Express	20 to 30-min all-day service (winter only)	-	-	-



Forecasted Service Increases



Forecasted Ridership Growth



Service Plan Cost Estimates

	Existing (2025)	Phase 1	Phase 2	Phase 3
Annual Operating Cost	\$12.6 M	\$13.2 M	\$14.6 M	\$18.5 M
Percent Increase from 2025	-	+ 5%	+16%	+47%

Assumptions

- Based on vehicle revenue hours
- Excludes some administrative costs that are assumed to remain flat
- Does not account for inflation



Microtransit Supports Service

Microtransit can **complement and support existing** fixed transit service.

Core Transit may **partner with and support** local jurisdictions that pursue microtransit in locations that would extend access to Core Transit.

Future studies may be undertaken to determine opportunity zones where investments in microtransit could significantly improve access to fixed route service or otherwise improve fixed route operation.

About Microtransit

- Publicly or privately operated
- Smaller vehicles like shuttles or vans
- On-demand service
- Serves low-density or hard-to-reach areas
- Does not replace existing, fixed route service



2. Capital Improvement Plan



Supporting Strategies

Local Collaboration



Implementation will require local initiative/ collaboration

- Bus stops
- Pedestrian crossings
- Sidewalks
- Microtransit/shuttles
- Bike/scooter-share

Operational



Will be addressed regardless of preferred alternative selected

- Customer service
- Information access (schedules, bus tracking, Spanish language)
- Onboard bus comfort

Infrastructure



Capital Improvement Plan will address

- Bus fleet
- Maintenance facility
- Park-n-ride lots
- Station capacity
- Driver restrooms/layovers



Capital Needs Assessment

1. Bus Stops and Passenger Amenities
2. Operations and Maintenance Facilities
3. Bus Fleet
4. Transit Stations and Transfer Hubs
5. Park-n-Ride Facilities

- The Capital Needs Assessment identified Core Transit's most pressing capital investment needs
- Based on findings of the existing conditions analysis and outreach



Bus Stop & Passenger Amenities

Highest Need

1. Bus Shelters (at more stops)
2. Improved Pedestrian Crossings (at more stops)

Why it is Needed

- Top two infrastructure requests from the community to address safety and comfort
- Over half of bus stops do not have a shelter or pedestrian crossing



Bus Shelter Stop Prioritization

#	Route Names	Jurisdiction	Name	Cumulative Wait Time (Factored Daily Average)	Winter 23-24 Boardings	Rank
406	Valley	Gypsum	Jules Dr. & Sunny Ave. E	12:11:20	58.10	1
264	Highway 6	CDOT Highway 6	Beaver Creek Bear Lot W	8:08:29	56.61	2
409	Valley	Gypsum	Cooley Mesa Rd. & Navajo Rd. E	6:44:41	32.06	3
256	Highway 6	CDOT Highway 6	Hwy. 6 & Eagle Vail Biz Ctr. W	4:59:51	35.14	4
260	Highway 6	CDOT Highway 6	Hwy. 6 & Eagle Vail Rd. W	3:28:17	23.53	5
505	Leadville Minturn	Minturn	Hwy. 24 & Toledo Ave. W	3:26:17	16.70	6
231	Highway 6	3.87 miles from Avon	Lake Creek & Hillcrest Dr.	2:47:14	19.81	7
222	Highway 6	CDOT Highway 6	Hwy. 6 & Eagle Vail Biz Ctr. E	2:40:51	17.74	8
271	Highway 6	CDOT Highway 6	Hwy. 6 & Edwards Spur Rd. W	2:38:26	20.01	9
4	Highway 6 Leadville	Vail	S. Frontage Rd. & Cascade Village	2:37:35	18.44	10
255	Highway 6	CDOT Highway 6	Hwy. 6 & Dowd Park Biz Ctr. W	2:14:46	15.76	11
6	Highway 6 Leadville	Vail	S. Frontage Rd. & Chamonix Rd.	1:53:14	12.46	12
452	Valley	Eagle	5th St. & Wall St. W	1:48:38	8.90	13
263	Highway 6	CDOT Highway 6	Hwy. 6 & Rivers Edge W	1:21:45	9.37	14
410	Valley	Gypsum	Lindbergh Dr. & Cooley Mesa Rd. E	1:21:29	6.47	15
223	Highway 6	CDOT Highway 6	Hwy. 6 & Dowd Park Biz Ctr. E	1:06:32	7.67	16
503	Leadville Minturn	Minturn	Hwy. 24 & 996 Main St. W	0:59:57	5.04	17
457	Valley	Gypsum	Jules Dr. & Sunny Ave. W	0:56:59	4.53	18
269	Highway 6	CDOT Highway 6	Hwy. 6 & Bull Run Rd. W	0:56:25	6.74	19
455	Valley	Gypsum	Lindbergh Dr. & Cooley Mesa Rd. W	0:54:41	4.40	20
5	Highway 6 Leadville	Vail	S. Frontage Rd. & Donovan Park	0:49:13	6.46	21
418	Valley	Gypsum	Lindbergh Dr. & Earhart Dr. E	0:48:53	3.96	22
107	Leadville	0.04 miles from Leadville	Poplar St. & Mtn. View	0:41:17	3.83	23
101	Leadville	Leadville	Leadville Park N Ride	0:34:50	3.19	24
411	Valley	Gypsum	Lindbergh Dr. & McGregor Dr. E	0:34:31	2.91	25
102	Leadville	Leadville	Harrison Ave. & 3rd St. W	0:32:07	3.20	26

Prioritization Criteria

Cumulative wait time
(boardings + frequency)

Total Need

53 stops missing shelters



Bus Stop Shelters



Hwy 6 & Dowd Park Business Center –
No Shelter



Hwy 6 & Reserve Road –
Shelter



Bus Stop Crossing Prioritization

#	Route Names	Jurisdiction	Name	Crosswalk Across (Perpendicular to) Route Road Score	Posted Speed (mph)	Lanes	Factored Daily Average Winter 23- 24 Boardings + Alightings (Grouped by Practical Stop Pairs)	Crash Data Score	AADT	Total Score	Rank
216	Highway 6	Avon	Hwy. 6 & Stonebridge Rd. E	1	30	4	111.17	1	11,000	0.7366	1
260	Highway 6	CDOT Highway 6	Hwy. 6 & Eagle Vail Rd. W	1	30	5	114.59	0.5	11,000	0.6979	2
212	Highway 6	CDOT Highway 6	Hwy. 6 & Rivers Edge E	1	35	4	133.77	0	13,000	0.6434	3
262	Highway 6	Avon	Hwy. 6 & Eaglebend W	1	35	6	51.51	0	11,000	0.6295	4
210	Highway 6	CDOT Highway 6	Hwy. 6 & Sawatch Dr. E	1	40	5	1.41	0	13,000	0.5984	5
256	Highway 6	CDOT Highway 6	Hwy. 6 & Eagle Vail Biz Ctr. W	1	45	4	114.40	0	4,700	0.5737	6
266	Highway 6	CDOT Highway 6	Hwy. 6 & Arrowhead Dr. W	1	40	4	10.36	0	13,000	0.5645	7
268	Highway 6	CDOT Highway 6	Hwy. 6 & Reserve Rd. W	1	35	4	5.30	0	13,000	0.5324	8
255	Highway 6	CDOT Highway 6	Hwy. 6 & Dowd Park Biz Ctr. W	1	45	4	56.63	0	4,700	0.5238	9
551	Leadville Minturn	Minturn	Hwy. 24 & Meadow Mtn. Biz Park	1	40	3	0.00	0	6,500	0.4289	10
108	Leadville	1.94 miles from Leadville	Hwy. 24 & Mtn. View Village	1	40	3	14.01	0	3,400	0.4005	11
201	Highway 6	3.57 miles from Avon	Lake Creek Village	1	25	2	192.90	0	500	0.3922	12
101	Leadville	Leadville	Leadville Park N Ride	1	25	3	2.29	0	6,800	0.3515	13
462	Valley	0.03 miles from Gypsum	Hwy. 6 & River Dance W	1	35	3	0.03	0	2,000	0.3423	14
461	Valley	Gypsum	Lindbergh Dr. & Earhart Dr. W	1	30	3	12.17	0	250	0.3022	15
464	Valley	0.01 miles from Gypsum	Hwy. 6 & Riverview Rd. W	1	35	2	0.17	0	2,000	0.3008	16
463	Valley	Gypsum	Hwy. 6 & Yorkview Dr. W	1	35	2	0.00	0	2,000	0.3007	17
107	Leadville	0.04 miles from Leadville	Poplar St. & Mtn. View	1	15	2	7.90	0	9,500	0.2944	18
411	Valley	Gypsum	Lindbergh Dr. & McGregor Dr. E	1	30	2	9.31	0	500	0.2613	19
231	Highway 6	3.87 miles from Avon	Lake Creek & Hillcrest Dr.	1	25	2	40.73	0	500	0.2607	20
416	Valley	0.47 miles from Gypsum	Dotsero Mobile Home Park	1	25	2	2.70	0	350	0.2259	21
106	Leadville	0.41 miles from Leadville	Mtn. View & Eagle's Nest	1	15	2	7.64	0	600	0.1778	22
113	Minturn	Red Cliff	Red Cliff	1	15	2	2.09	0	600	0.1730	23
109	Leadville Minturn	0.34 miles from Red Cliff	Hwy. 24 & Water St.	0.5	15	2	0.20	0	2,400	0.1116	24

Prioritization Criteria

- Posted speed
- Number of lanes
- Boardings & alightings
- Crash history
- Traffic volumes

Total Need

Up to 24 stop pairs missing pedestrian crossings (this list will be further culled)



Pedestrian Crossings



Hwy 6 & Eaglebend –
No Pedestrian Crossing



Hwy 6 & Bull Run Road –
Flashing Beacon



Hwy 6 & Eagle River Village –
Signalized Crossing



Operations & Maintenance Facility

Highest Need

1. Secure a dedicated Core Transit-owned facility
2. Upgrade to support electric vehicle maintenance and charging
3. Improve facility layout and modernize

Why it is Needed

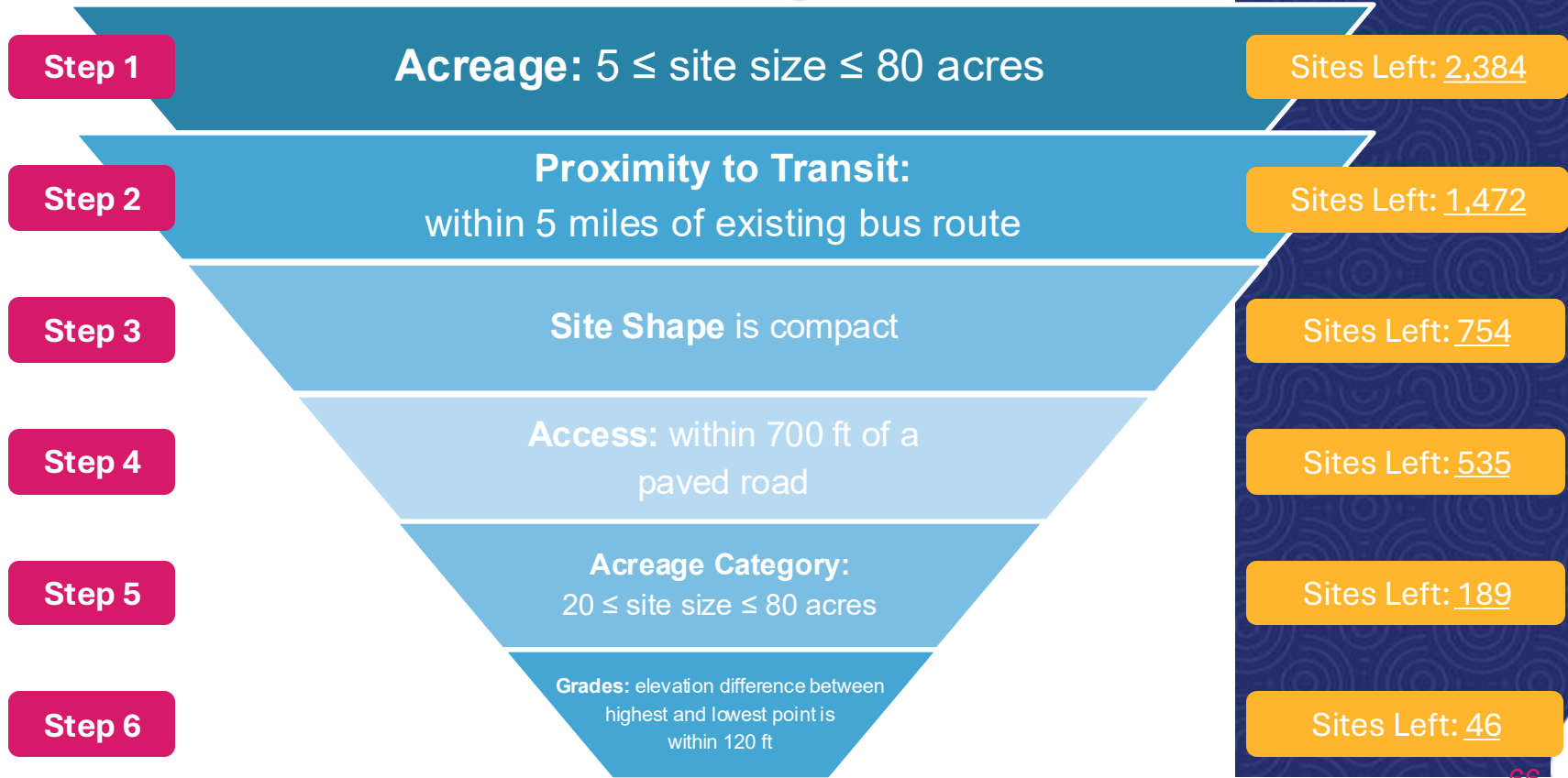
- Limited ability for service expansion with existing facilities near capacity
- Leased facilities result in higher operating and maintenance costs and less reliability
- Existing facility may not support zero-emission fleet transition



Site Screening (20-80 Acres)

24,903 Starting Sites

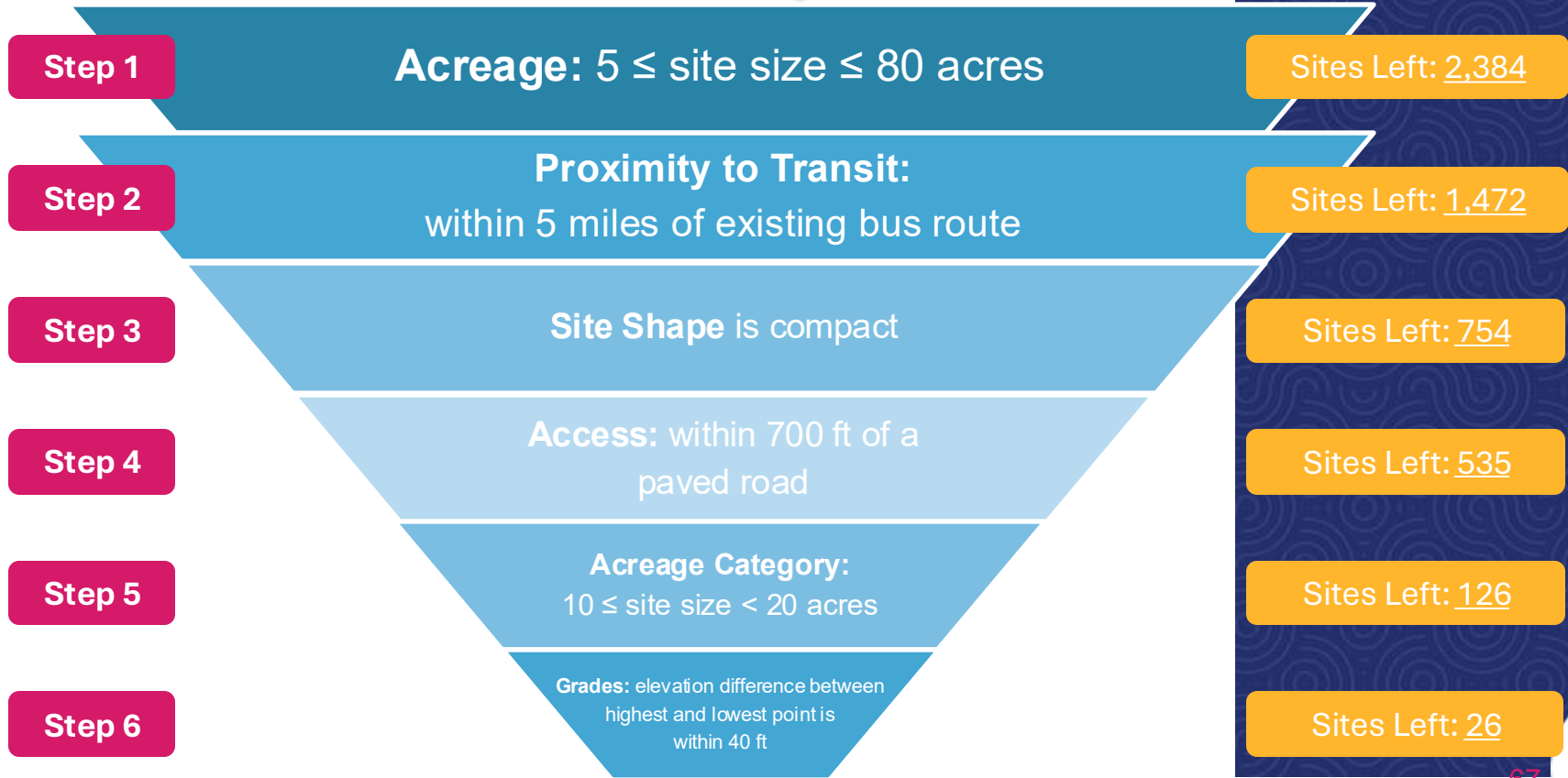
Stage
1



Site Screening (10-20 Acres)

24,903 Starting Sites

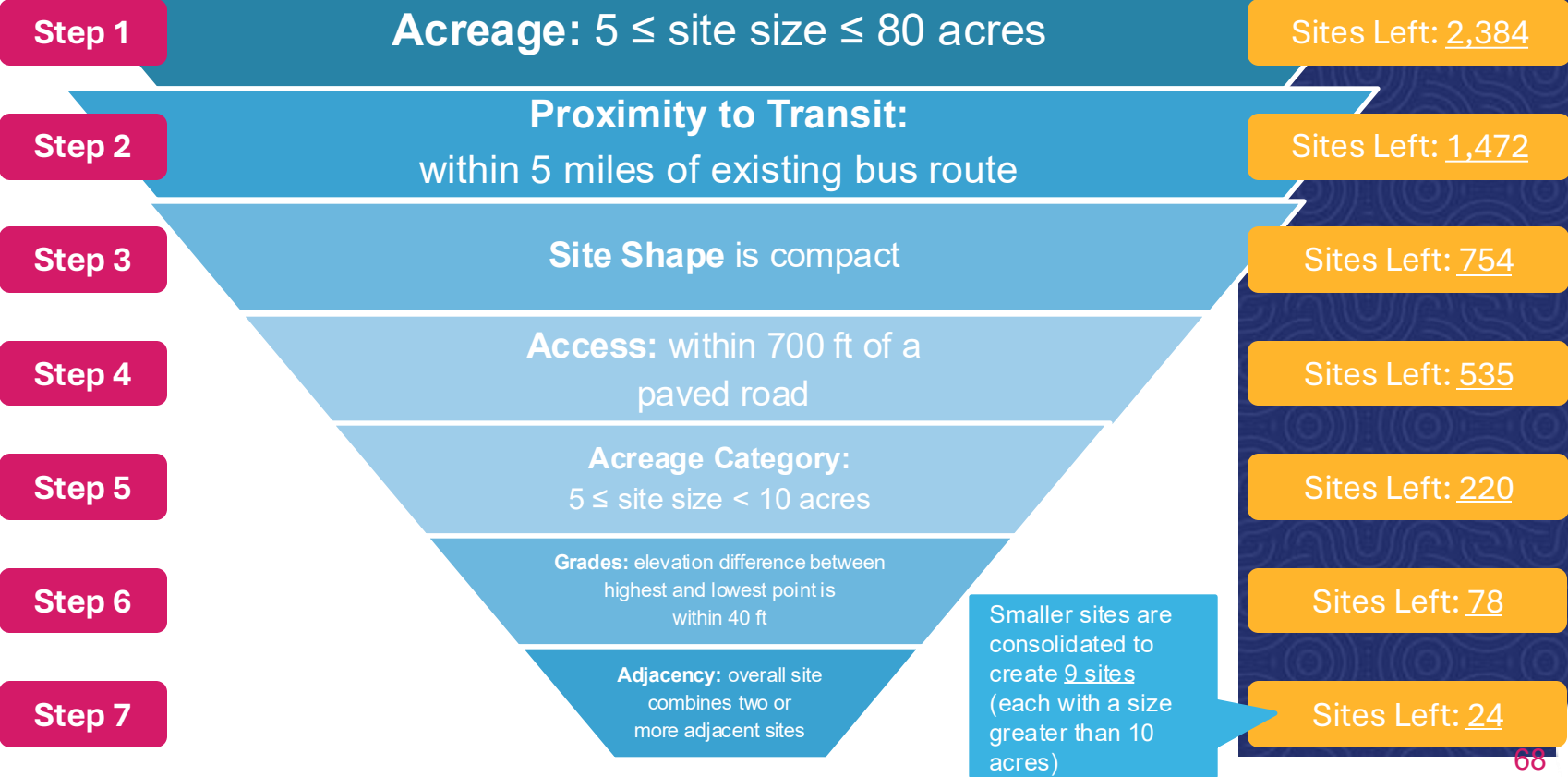
Stage
1



Site Screening (5-10 Acres)

24,903 Starting Sites

Stage
1



Individual Site Inspection

Attribute	Description
Remoteness	Sites should be located near developed areas.
Land Use / Community Impacts	Sites should avoid areas with a conflicting land use. Sites should be located away from residential communities, where possible.
Wetland Impacts	Sites should be located away from wetlands, where possible.
Proximity to Contaminated Sites	Sites should be located away from contaminated sites (gas stations, laundromats, hazardous waste).
Ease of Implementation	Sites should be free of constraints that could significantly impact implementation feasibility such as substantial structures or height restrictions.
Planned Development	Sites should not be designated for any known planned development.

20-80 Acres - Sites Left: 10

10-20 Acres - Sites Left: 9

5-10 Acres - Sites Left: 5



Bus Fleet

Highest Need

1. Improve fleet reliability, retire unneeded buses, and size fleet appropriately for implementation of the Service Development Plan
2. Transition Valley Route and Leadville Route to over-the-road coaches
3. Plan for long-term transition to electric bus fleet with charging infrastructure

Why it is Needed

1. Currently have a larger fleet than needed with over 14 buses inactive or past useful life
2. Fleet is needed to allow for service growth
3. Over-the-road coaches are more comfortable and better suited for highway travel
4. Core Transit has a long-term goal of converting to ZEV



Fixed-Route Bus Fleet Need

Scenario	Bus Type	Phase 1	Phase 2	Phase 3
In Peak Service	Standard 40' City Bus	13	13	13
	Over-the-Road Coach Bus	8	9	13
With Spares	Standard 40' City Bus	17	17	17
	Over-the-Road Coach Bus	11	12	17
Total Fixed-Route Fleet Needed		28	29	34
Average Buses to Procure per Year		2.3	2.4	2.8

Assumptions

- 30% spare ratio
- 12-year lifespan
- Does not account for paratransit vehicles, supervisor vehicles, or buses regularly used for special services



Fixed-Route Bus Fleet Need

Scenario	Bus Type	Phase 1	Phase 2	Phase 3
In Peak Service	Standard 40' City Bus	13	13	13
	Over-the-Road Coach Bus	8	9	13
With Spares	Standard 40' City Bus	17	17	17
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Total Fixed-Route Fleet Needed		28	29	34
Average Buses to Procure per Year		2.3	2.4	2.8

Assumptions

- 30% spare ratio
- 12-year lifespan
- Does not account for paratransit vehicles, supervisor vehicles, or buses regularly used for special services



Transit Stations & Transfer Hubs

Highest Need

1. Support Vail in near-term expansion of the VTC to meet planned peak demand
2. Plan for long-term expansion of Chambers Park & Ride and Avon Station with improved passenger amenities and driver facilities
3. Collaborate with Bustang and local communities to increase station capacity

Why it is Needed

1. VTC is already oversubscribed and cannot support additional service
2. Avon Station and Chambers Park & Ride are reaching capacity
3. Needed to accommodate planned service increases



Transit Stations & Transfer Hubs

Address Station Capacity to Allow for Service Increase



Vail Transportation Center



Avon Station



Chambers Park & Ride



Park-n-Ride Facilities

Highest Need

1. Enhance Chambers Park & Ride with additional parking, lighting, first/last mile connections
2. Plan for long-term expansion of park & ride current facilities to support future service growth

Why it is Needed

1. Chambers Park & Ride has limited parking to meet growing demand
2. Allow for ridership growth



Park-n-Ride Facilities



Eagle Valley High School



Gypsum Park & Ride



Chambers Park & Ride



Freedom Park



Forest Service Park & Ride



Leadville Park & Ride 76



Cost Estimates

Infrastructure	Cost Estimate	Notes	Considerations
Bus Shelters	\$6,000 - \$24,000 per shelter	Existing shelters are on higher end of range	<ul style="list-style-type: none"> • Collaborate with jurisdiction • Site work and/or ROW acquisition may be needed • Account for maintenance
New Pedestrian Crossings	Varies	Crosswalks \$18/SF; additional cost for RRFB, signals, medians	<ul style="list-style-type: none"> • Collaborate with CDOT/local jurisdictions • Determine improvement on case-by-case basis
New Operations Facility	\$63 - \$73 million	Assumed size 76K-89K SF; costs do not include utilities, ROW, and supporting infrastructure	Opportunity for federal/state grant funding match
Fleet	\$875k per bus	Cost may be higher for hybrid/electric buses	Opportunity for federal/state grant funding match
Station Capacity/ Park & Ride Improvements	TBD	Vail leading VTC expansion; planning for others at future date	Collaboration with local jurisdiction/other service providers



Preliminary Phasing

Infrastructure	Phase 1	Phase 2	Phase 3
Bus Shelters	Upgrade top 5 stops	Upgrade next 10	Upgrade remaining
New Pedestrian Crossings	Upgrade top 5 locations	Upgrade next 10	Upgrade remaining
New Operations Facility	Enter STIP, complete Title VI equity analysis, begin grant application	Environmental clearance, select location, acquire land, design & construction	Coordinate with fleet expansion and Phase 3 service implementation
Fleet	Fleet replacement plan to meet Phase 1 service, reduce inactive vehicles, acquire over-the-road coaches	Expand to meet Phase 2 service expansion	Expand to meet Phase 3 service expansion, explore conversion to ZEV and charging infrastructure
Station Capacity Enhancements	Work with Vail to support VTC expansion	Plan for Avon & Chambers capacity improvements	
Park & Ride Improvements	Evaluate long-term needs within the service plan	Prioritize Chambers PnR improvements	Additional locations, improvements (Gypsum)



3. Financial Plan



Considerations

- Plan for uncertainty around grant funding opportunities and sales tax revenues
- Capital expenditures will vary by year, so approach is to allocate funds to build reserves based on annual average expenditures
- Exact timing of phasing will be dependent on success with grants and sales tax revenue
- Phasing and implementation will be contingent on annual budgets approved by the board



4. Next Steps



Next Steps

1. Apply TAC and Board comments to the final draft
2. Present the final draft plan to the public
3. Finalize the 10 Year Transit Development and Capital Plan for formal adoption



THANK
you



Eagle Valley Transportation Authority dba Core Transit
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
General Fund Pro-forma financials

	Phase 0	Phase 1			Phase 2				Phase 3		
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenue	Approved Budget										
Fare revenue	249,600	200,130	210,137	220,643	231,675	243,259	255,422	268,193	281,603	295,683	310,467
Sales tax	24,348,000	25,613,280	26,381,678	27,173,129	27,988,323	28,827,972	29,692,811	30,583,596	31,501,104	32,446,137	33,419,521
Grants and other revenues	1,345,616	1,575,785	1,641,546	1,710,084	1,781,678	1,856,469	1,934,606	2,016,244	2,101,546	2,190,683	2,283,833
Total Revenue	25,943,216	27,389,195	28,233,361	29,103,856	30,001,676	30,927,700	31,882,840	32,868,033	33,884,253	34,932,503	36,013,821
Expenditures											
Direct Operating expenses	14,744,597	16,180,739	16,747,065	17,333,212	19,839,391	20,533,770	21,252,451	21,996,287	28,336,600	29,328,381	30,354,874
Indirect Operating expenses	7,580,169	7,327,120	7,583,569	7,848,994	8,123,709	8,408,039	8,702,320	9,006,901	9,322,143	9,648,418	9,986,112
Total Expenditures before capital	22,324,766	23,507,859	24,330,634	25,182,206	27,963,100	28,941,808	29,954,771	31,003,188	37,658,743	38,976,799	40,340,987
Capital Expenditures											
Fund transfer Housing Fund	320,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000
Fund transfer Capital Fund	1,500,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Fund transfer Air Fund	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Excess revenue over/(under) Exp.	598,450	331,336	352,727	371,650	(1,511,424)	(1,564,108)	(1,621,932)	(1,685,155)	(7,324,490)	(7,594,296)	(7,877,166)
Beginning Fund Balance	11,229,687	11,828,137	12,159,473	12,512,199	12,883,849	11,372,425	9,808,317	8,186,385	6,501,230	(823,259)	(8,417,555)
Ending Fund Balance	11,828,137	12,159,473	12,512,199	12,883,849	11,372,425	9,808,317	8,186,385	6,501,230	(823,259)	(8,417,555)	(16,294,721)
FB breakdown											
Tabor restricted fund balance	669,743	705,236	729,919	755,466	838,893	868,254	898,643	930,096	1,129,762	1,169,304	1,210,230
Operating Reserve	7,813,668	8,227,751	8,515,722	8,813,772	9,787,085	10,129,633	10,484,170	10,851,116	13,180,560	13,641,880	14,119,345
Unrestricted	3,344,726	3,226,486	3,266,558	3,314,610	746,447	(1,189,570)	(3,196,428)	(5,279,981)	(15,133,582)	(23,228,739)	(31,624,296)

Eagle Valley Transportation Authority dba Core Transit
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
Capital Fund Pro-forma financials

	Phase 0 2025	2026	Phase 1 2027	2028	2029	2030	Phase 2 2031	2032	2033	Phase 3 2034	2035
Revenue											
ECO Transit Reserve Transfers	10,100,000	-	-	-	-	-	-	-	-	-	-
FTA 5339 Capital Revenue	494,000	5,000,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Transfer from GF	1,500,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Total Revenue	12,094,000	7,000,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000
Expenditures											
Capital Outlay - Revenue Vehicles	5,658,605	5,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Capital Outlay - Service Vehicles	150,000	-	100,000	-	100,000	-	100,000	-	100,000	-	100,000
Capital Outlay - Refurbished Revenue Vehicles	1,350,000	-	-	-	-	-	-	-	-	-	-
Capital Outlay - Information Technology	135,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Capital Outlay - Stops/Shelters	-	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Capital Outlay - Other	20,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
Total Expenditures before capital	7,313,605	5,650,000	3,750,000	3,650,000	3,750,000	3,650,000	3,750,000	3,650,000	3,750,000	3,650,000	3,750,000
Excess revenue over/(under) Exp.	4,780,395	1,350,000	50,000	150,000	50,000	150,000	50,000	150,000	50,000	150,000	50,000
Beginning Fund Balance	8,773,511	13,553,906	14,903,906	14,953,906	15,103,906	15,153,906	15,303,906	15,353,906	15,503,906	15,553,906	15,703,906
Ending Fund Balance	13,553,906	14,903,906	14,953,906	15,103,906	15,153,906	15,303,906	15,353,906	15,503,906	15,553,906	15,703,906	15,753,906



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

Meeting Date: 07/09/2025

SUBJECT: VTC Expansion Project Presentation

RECOMMENDED ACTIONS: Information and Discussion

Background

The Town of Vail (TOV) is currently planning for upgrades to the Town's Vail Transportation Center (VTC), a facility that houses Core Transit's primary customer service outpost and is central to our regional transit operations.

While VTC expansion is a TCOV project, Core Transit's 10 Year Transit Development and Capital Plan has also identified it as one of our top facility needs. We have been actively participating in the design process to ensure the future facility supports our planned service expansion. We anticipate contributing some amount of funding to the project to assist with securing federal grants and are working on a recommendation for the upcoming budget cycle.

Tom Kassmel, Vail's Town Engineer, will share information to familiarize Board members with the scope, scale, timeline and potential funding for this project.

Note that the presentation is attached as a link due to size limits.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:



1. VTC Expansion Project Presentation:

<https://www.engagevail.com/27907/widgets/96617/documents/70001>



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

Meeting Date: 07/09/2025

SUBJECT: Member Transit Pass Program

RECOMMENDED ACTIONS: Approve the Member Transit Pass Program as proposed

Background

As a department of Eagle County, ECO Transit provided free transit passes to County employees and their dependents. In addition, ECO provided free passes to Town of Vail employees (but not dependents) under its usage agreement for the Vail Transportation Center information booth. Passes for both groups issued under ECO are beginning to expire and we have not developed a policy on this under Core.

All employee passes are issued electronically. Approximately 150 passes are currently active under all employee categories (Core Transit, Eagle County, and Town of Vail combined).

Staff recommends continuing to issue passes for these groups and expanding it to employees and dependents of our other five ember jurisdiction governments.

FINANCIAL CONSIDERATIONS: Negligible based on current issue numbers and usage patterns.

ATTACHMENTS:

N/A



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

Meeting Date: 07/09/2025

SUBJECT: FTA 5304 Planning Grant

RECOMMENDED ACTIONS: Approve the FTA 5304 Planning Grant contract with CDOT

Background

This grant provides funding to support public transportation planning in rural and small urban areas. This is a reimbursable grant that will be used to offset the costs of the 10 Year Transit Development and Capital Plan currently underway with Fehr& Peers.

The total grant award is \$100,000 of which \$80,000 is federal money and \$20,000 is local match. We included a \$40,000 grant expectation (\$32,000 grant funding/\$8,000 local match) in the FY2025 budget but additional funds became available for this project.

FINANCIAL CONSIDERATIONS: Acceptance of this award will increase our grant revenue by \$48,000 over the current budget.

ATTACHMENTS:

1. FTA 5304 Grant contract with CDOT

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Agreement Number / PO Number
PO #: 491003957
Routing #: 25-HTR-ZL-00242

Subrecipient
Eagle Valley Transportation Authority dba Core
Transit

Agreement Performance Beginning Date
The Effective Date

Subaward Agreement Amount

Initial Agreement Expiration Date
March 31, 2027

Federal Funds	
Maximum Amount (80%)	\$80,000.00
Local Funds	
Local Match Amount (20%)	\$20,000.00
Agreement Total	\$100,000.00

Fund Expenditure End Date
March 31, 2027

Agreement Authority
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 Purpose

In accordance with 49 USC §5304, the purpose of this Grant is to provide funding to support public transportation planning in rural and small urban areas. The work to be completed under this Grant by the Grantee is more specifically described in Exhibit A.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Required Federal Contract/Agreement Clauses.
5. Exhibit E – Verification of Payment.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions.
2. Exhibit D – Required Federal Contract/Agreement Clauses.
3. Colorado Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A – Statement of Work and Budget.
6. Executed Option Letters (if any).

Principal Representatives

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:
Dave Levy
Eagle Valley Transportation Authority (EVTA)
3289 Cooley Mesa Road
PO Box 1070
Gypsum, CO 81637
Dave.levy@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.

SUBRECIPIENT

Eagle Valley Transporation Authority

By: _____

Earle Bidez, Core Transit Board Chair

Date: _____

STATE OF COLORADO

Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: _____

Keith Stefanik, P.E. Chief Engineer

Date: _____

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.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Department of Transportation

Effective Date: _____

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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. Federal Provisions

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

V. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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**EXHIBIT A: STATEMENT OF WORK AND CONDITIONS**

Project Description*	2024-5304: Task 3-Public Outreach & Engagement - EVTA Transportation Development Plan DBA Core Transit		
Federal Awarding Agency	Federal Transit Administration (FTA)		
Federal Regional Contact	David Beckhouse		
Year of Funding and Federal Funding Source	FFY 2023 FTA-5304		
CFDA Title	Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research Program		
CFDA #	20.505	FAIN**	1130-2025-3
Federal Award Date**	To Be Determined		
Project End Date	March 31, 2027		
Subrecipient	Eagle Valley Transportation Authority (EVTA) DBA Core Transit	UEID #	J2P4UP7CRH49
Contact Name	Dave Levy	Vendor #	2100915
Address	3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637	Phone #	(970) 376-2088
Email	dave.levy@coretransit.org	Indirect Rate	N/A
WBS***	23-04-2031.EVTA.441	ALI	44.24.00
Total Project Budget	\$100,000.00		
Federal FTA-5304 Funds (at 80% or less)	\$80,000.00		
Local Funds (at 20% or more)	\$20,000.00		
Total Project Amount Encumbered via this Subaward Agreement	\$100,000.00		

*This is not a research and development grant.

**The Federal Award Date is 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 DBA Core Transit shall use FTA-5304 Funds, along with Local Funds, to complete the 2024-5304: Task 3-Public Outreach & Engagement - EVTA Transportation Development Plan. The project will support the goals of the Statewide Transit Plan.

EVTA (DBA Core Transit) shall retain a qualified firm (vendor) create a 10-year plan to provide a roadmap for EVTA's growth.

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
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Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	9/1/2025
Submit Purchase Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	11/1/2025
Submit Initial Reimbursement Request in COTRAMS	2/15/2026
Submit Progress Reports to Project Manager	7/28/2025
Take Delivery of (First) Project Deliverable(s)	12/1/2026
Take Delivery of and Accept All Project Deliverable(s)	2/15/2027
Submit Final Reimbursement Request in COTRAMS	3/31/2027
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: March 31, 2027 .	

2. Performance will be reviewed throughout the duration of this Subaward Agreement. EVTA (DBA Core Transit) 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 (DBA Core Transit) 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 (DBA Core Transit) and prime contractors; and
 - b. Contracts awarded, payments made, and contracts completed between EVTA's prime contractors and their subcontractors.
4. DBE Program Measure Reports shall be submitted in COTRAMS by EVTA (DBA Core Transit) on or before the following due dates:
 - a. Quarter 4 – Quarter 1 (for October 1 – March 31) due April 28th; and
 - b. Quarter 2 – Quarter 3 (for April 1 – September 30) due October 28th.
5. EVTA (DBA Core Transit) shall submit all reimbursements and relevant project documents substantiating project completion as a condition of project closeout.

C. Project Budget

1. The Total Project Budget is \$100,000.00. CDOT will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of \$80,000.00. CDOT will retain any remaining balance of the federal share of FTA-5304 Funds. EVTA (DBA Core Transit) 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 \$80,000.00 (80%) and matching Local Funds of \$20,000.00 (20%), 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 (DBA Core Transit) 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 the 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 (DBA Core Transit) shall initiate and prosecute to completion all actions necessary to enable EVTA (DBA Core Transit) 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 by EVTA (DBA Core Transit) shall 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) shall be followed and 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).
4. EVTA (DBA Core Transit) shall be responsible for reimbursing the selected vendor within **forty-five (45) calendar days after acceptance** of the final project deliverable(s).

E. Allowable Costs

EVTA (DBA Core Transit) 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 5010.1E 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.

F. Reimbursement Eligibility

Requests for reimbursement for eligible project costs will be paid to EVTA (DBA Core Transit) 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:

- Invoice
- Proof of Payment
- Independent Cost Estimate (ICE) (with the first reimbursement request)
- Procurement Concurrence Request (PCR) (with the first reimbursement request)
- Purchase Authorization (PA) (with the first reimbursement request)
- Project progress report/statement (with periodic/monthly reimbursement requests)
- Project deliverable(s) (with the last reimbursement request)

EVTA (DBA Core Transit) shall submit the final request for reimbursement within sixty (60) calendar days of payment of the final invoice to the vendor and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

G. Restrictions on Lobbying

EVTA (DBA Core Transit) 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. 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 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).
6. EVTA shall 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 provide CDOT with an equity analysis if the project involves choosing a site or location of a facility, in accordance with FTA Circular 4702.1.
8. EVTA agrees to work cooperatively with CDOT to market and/or publicize this project as requested by CDOT. Such efforts may include ribbon cuttings, news articles, photos, and/or other media to be attended/responded to/supplied by EVTA, as appropriate.
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 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.
12. 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.
13. EVTA shall agree to maintain documentation that supports compliance with the ADA and produce said documentation to CDOT upon request.
14. 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.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Eagle Valley Transportation Authority dba Core Transit	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date 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.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Name: _____ Title: _____ Date: _____	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. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS**1. 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 (2nd tier subrecipient), must hold the 2nd 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.

- 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.



To: The Eagle Valley Transportation Authority d/b/a Core Transit Board

From: Sanjok Timilsina, Director of Finance

Meeting Date: 07/09/2025

SUBJECT: FY 2024 Audit Extension

RECOMMENDED ACTIONS: Approve the submission of an audit extension request for the Fiscal Year 2024 audit to the Office of the State Auditor (OSA)

BACKGROUND:

In accordance with the Local Government Audit Law (Section 29-1-606(4), Colorado Revised Statutes), a local government may request an extension to file its annual audit. Upon approval, the State Auditor may grant a one-time, sixty-day extension, shifting the audit filing deadline from July 31, 2025, to September 30, 2025.

The auditors have completed their fieldwork for the FY 2024 audit. Currently, staff are finalizing the preparation of the financial statements and accompanying note disclosures. Given the significant changes that occurred during FY 2024, additional time is required to ensure those changes are fully and accurately reflected in the financial report.

Staff recommend that the Board approve submitting an audit extension request to the Office of the State Auditor for the FY 2024 audit, extending the filing deadline to September 30, 2025.



FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. Core Transit FY 2024 Audit Extension Form



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit

Enter Year End Date (mm/dd/yyyy)

12/31/2024

Requests should be submitted via internet porta under the government's name:
<https://apps.leg.co.gov/osa/lg>.

Government Name:	Eagle Valley Transportation Authority DBA Core Transit
Name of Contact:	Sanjok Timilsina
Address:	PO Box 1070
City/Zip Code	Gypsum, 81637
Phone Number:	970 328 7592
E-mail	sanjok.timilsina@coretransit.org

Extension requests shall be submitted in accordance with the deadlines established in Section 29-1-606 (1) through (4), C.R.S. which is no later than 7 months after the local government's year end, (or 6 months for school district and 8 Months for housing authorities) The State Auditor may authorize an extension of such time for not more than 60 days as prescribed by Section 29-1-606(4), C.R.S.

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

MUST be signed by a member of the governing board.

Signature

Printed Name:

Title:

Date:



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

Meeting Date: 07/09/2025

SUBJECT: Letter of Engagement with Employers Council for Labor Relations Services.

RECOMMENDED ACTIONS: Approve the legal letter of engagement with Employers Council, which requires membership in Employers Council.

Background

Core Transit employs Collins, Cole, Flynn, Winn and Ulmer as General Counsel but occasionally consults with outside experts for highly specialized legal needs, such as labor relations.

As we work through the current unionization process we have a need for additional specialized expertise in this area. Employers Council's legal experts are familiar with Colorado-specific laws and currently work with other transportation authorities around the state on labor issues.

Access to the Employers Council legal team requires membership in the Employers Council, which will also provide additional valuable benefits to our staff.

FINANCIAL CONSIDERATIONS: Consulting Level Membership in the Employers Council (\$7,250/yr) is a requirement to access their legal services. This includes access to some generalized legal advice, with more specific services billed at an hourly rate as outlined in the letter of engagement.

ATTACHMENTS:



1. Legal Letter of Engagement with Employers Council
2. Benefits of Employers Council membership
3. Employers Council price tiers

July 2, 2025

Via Email: tanya.allen@coretransit.org

Tanya Allen
Executive Director
PO Box 1070
Gypsum, CO 81637

Re: Labor Relations Services

Dear Tanya:

We are pleased that Core Transit is interested in engaging Employers Council attorneys and staff to assist with its labor relations needs. This letter sets forth the details of our engagement.

Scope of Services

In accordance with the terms of this engagement letter, Core Transit is engaging representatives of Employers Council's Labor Relations Services team to provide labor relations advice and counsel on for fee matters, such as union campaigns, elections and related issues. Employers Council's licensed attorneys will provide legal advice as it pertains to Core Transit's employees and/or operations. This engagement letter does not retain Employers Council for any other purpose.

Should a lawsuit be initiated, your organization will need to secure separate outside litigation counsel as Employers Council's representation does not extend beyond administrative representation to litigation. This engagement letter does not retain Employers Council as litigation counsel, appellate counsel, or to represent your organization in any prior, present, or future action(s), or any post settlement action(s), or in any action(s) in any other jurisdiction.

Employers Council Billing

As discussed, this service is an additional service that is not included in your membership with Employers Council. As such, it is considered a pay-as-you-go service. Currently, Employers Council charges its members an hourly rate for all attorney time spent on this project at \$375 per hour. Any paralegal time on this project will be billed at \$110 per hour. These rates are subject to change on 30 days written notice to Core Transit. If Core Transit declines to pay increased rates, Employers Council may terminate the representation in accordance with the rules of professional conduct.

Our legal fees are based on how much time is spent on your matter. A minimum time of ¼ hour (0.25) is charged for work performed, even though the actual time expended may be less. Work in excess of ¼ hour (0.25) is billed similarly in increments of ¼ hour (0.25). Administrative support time will not be billed. If your organization does not renew or cancels its membership, Employer Council may withdraw as your representative in this matter consistent with applicable rules of professional responsibility. If Employers Council cannot withdraw and additional work is necessary, it will be billed at a higher non-member hourly rate.

All invoicing in this matter will be through Employers Council Services, Inc. , a wholly owned subsidiary of Employers Council. Core Transit will receive monthly billing statements sent to the undersigned representative contact. Our billings, together with communications with you through telephone conversations, meetings, letters, emails, and facsimiles, serve to inform you of the work being performed on your behalf. However, should you have any questions or comments about fees charged to you, we strongly encourage you to contact us promptly.

Tax & Financial Advice

Employers Council cannot and will not provide any tax, financial, or insurance advice. Any discussions related to taxation, finance, insurance, banking, and compliance must involve your organization's accountant or other financial, insurance and/or tax expert, and any taxation, finance, banking, insurance, and compliance conversations to which Employers Council contributes should not be relied upon. The member is advised to obtain independent and competent tax, financial and insurance advice regarding legal and business matters since legal and business transactions can give rise to tax, financial and insurance consequences. Employers Council has not agreed to render any financial, insurance or tax advice and is not responsible for any advice regarding financing, insurance, compliance, tax matters or preparation of tax returns, disclosures, or other filings, including, but not limited to, U.S. federal, state, and local tax returns.

Confidential Client Communications

All communications with Employers Council attorneys throughout the duration of the engagement should be treated as confidential to maintain attorney-client and/or work product privilege. Please take steps to preserve this privilege by limiting communication about this matter to only those individuals authorized to receive legal advice. Employers Council will make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to our representation of Core Transit.

During our engagement, we may have occasion to communicate with you or with others by electronic mail. Such communications and any attached documents will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. You have advised Employers Council that you invite and prefer the use of unencrypted email and fax communications because of their efficiency and convenience and that you are aware of and accept the risks



associated with any adverse consequences, which could include the loss of attorney-client privilege and attorney work product confidentiality and other protections against unauthorized or inadvertent disclosure of, or access to, confidential information. If, however, the sensitivity of any communications warrant additional security measures, you may change this instruction, and we can discuss the availability of other reasonable security measures. At this time, Employers Council is offering use of secure file transfer capabilities through Microsoft OneDrive and understands that Core Transit may request use of the secure file transfer protocol for transfer of employee data between Employers Council and Core Transit.

No Guarantee

No law firm or attorneys, including Employers Council and our attorneys, can guarantee the outcome of any subsequent legal dispute or proceeding. Although Employers Council attorneys may offer a legal opinion regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Employers Council makes no express warranties concerning your matter, and hereby expressly disclaims any implied warranties concerning it.

You acknowledge that Employers Council has made no promises about the outcome, including the costs and expenses of any potential litigation, and that any opinion offered, or budget provided, by Employers Council or any of its attorneys will not constitute a guarantee. As we have discussed, the fees and costs relating to this matter are not predictable. Accordingly, Employers Council has made no commitment to you concerning the maximum fees and costs that will be necessary to complete this engagement. Any statement or estimate about this pay-as-you-go project that we have given you is just that—an estimate—and does not constitute a commitment to a flat or fixed fee.

Fees on Termination

In the event that Core Transit terminates the attorney-client relationship, Core Transit shall pay, and Employers Council shall be entitled to, the fees earned by Employers Council from the number of hours provided up to the time of termination.

Termination of Representation

We do not foresee any circumstance that would lead to termination of our attorney-client relationship, other than completion of all anticipated tasks reflected in the Scope of Services herein. However, the law allows a client the right to terminate the representation of an attorney or our representation at any time and for any reason. Subject to our giving you reasonable notice for you to arrange alternative counsel, Employers Council reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time.

Employers Council will not monitor new or changing laws and/or court decisions relevant to this matter as part of your membership after our pay-as-you-go engagement ends.



All files and/or documents retained by Employers Council related to this matter are and remain your property as a client, except for Employers Council internal and/or administrative documents. You may have access to these materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. Employers Council reserves the right to photocopy the files prior to delivery. We reserve the right to destroy all files ten years after the conclusion of this matter without notice unless you request their return. In the event you choose to change representation to any attorney outside Employers Council, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

If you agree, please sign, and date this letter and return the signed copy via email. Upon receipt of same, Employers Council will commence the engagement. Should you have any questions, please do not hesitate to contact me.

Again, we are delighted that you have chosen Employers Council and look forward to being of service to you.

Sincerely,

EMPLOYERS COUNCIL, INC.

Acknowledged & Agreed:

Core Transit

By: Tanya Allen,
Executive Director

Date



2025 Employers Council Membership

The undersigned employer applies for Membership or continuing Membership in Employers Council, a not-for-profit employers' association, and will pay membership dues to Employers Council for its support as set forth below.

Terms of Service

Core Membership – Core Members receive unlimited access to the Employers Council member website and community portal, including written resources, and general publications. Core Members receive access to one Employers Council published survey and annual allotment of up to five (5) calls to be used by Member's designated main contact for telephonic consultation with human resource consultants. Core Members are eligible to purchase additional Pay-As-You-Go Services and products at the discounted member rate.

Consulting Membership - Consulting Members receive unlimited access to the Employers Council website and member community portal, including written resources, and general publications. Consulting Members receive access to some Employers Council published surveys and access to one handbook review per membership year. Consulting Members receive access to a compensation database; terms and conditions apply. Consulting Members receive access to legal representation in one unemployment hearing per calendar year. Dependent on the size of Member's organization, Consulting Members receive an annual allotment of hours to be used by a limited number of Member's employees for advice and consultation with Employers Council's professional staff, including Human Resources consultants and employment law attorneys. Member acknowledges that Advice and Consultation Services may include time spent in direct communication with member, as well as time spent researching or reviewing information to respond to Member's requests. The allotted hours are: 10 hours for organizations with 1-100 employees; 20 hours for organizations with 101-500 employees; and 30 hours for organizations with 501 or more employees. Advice and Consultation Services do not include Legal Representation, California Legal Services, project-based work, or Pay-As-You-Go Services. When a Member's usage exceeds the annual hour allotment, the Member will be charged at the then current annual rate, for any Advice and Consultation Services (also known as "Membership Dues Services") performed by Employers Council beyond the allotted hours. The 2024 rate for such excess Advice and Consultation Services is \$325 per hour, charged in 15-minute increments. Consulting Members that exceed allotted Advice and Consultation Services may be allowed the opportunity to upgrade to an Enterprise membership with unlimited Advice and Consultation Services. Advice and Consultation staff are generally accessible by phone and email during operating hours every business day. Consulting Members are eligible to purchase additional services and products, including Pay-As-You-Go Services, at the discounted member rate.

Enterprise Membership - Enterprise Members receive unlimited access to the Employers Council website and member community portal written resources, survey data, publications, and Advice and Consultation Services with Employers Council's human resources consultants and employment law attorneys. Advice and Consultation staff are generally accessible by phone and email during operating hours every business day. Advice and Consultation Services do not include Legal Representation, California Legal Services, project-based work, or Pay-As-You-Go Services. Enterprise Members receive

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additional premium offerings such as one individual training pass, free limited on-demand training library for all Members' employees, and either one handbook review or a custom employee handbook (limited to select states) per membership year. Enterprise members receive access to a compensation database; terms and conditions apply. Enterprise Members receive access to legal representation in one unemployment hearing per calendar year. Enterprise Members are eligible to purchase additional services and products, including Pay-As-You-Go Services, at the discounted member rate.

Potential Hourly Rate for Membership Services - Member understands that some professional consultation may fall outside the scope of Membership Dues Services or Advice and Consultation Services and may be billable at an hourly rate. Employers Council will discuss any such hourly rate for Services with the Member prior to billing for or performing such Services.

Pay-As-You-Go Services - Employers Council offers several additional Pay-As-You-Go Services outside of what is included in Membership at various rates. Members receive discounted pricing on Pay-As-You-Go Services. The cost of Pay-As-You-Go Services is dependent on many factors including, but not limited to, the Service Type, Project Type, and Hourly Billing Rate. If Member requests Employers Council to perform any such Pay-As-You-Go Services, Employers Council will discuss pricing and scope of the Services with Member prior to the performance of such Services. Member's duly authorized agent may be asked to sign an Engagement Letter documenting acknowledgement of the scope of services and the responsibility to pay agreed upon costs. Member will be responsible for paying incidental expenses incurred serving Member, such as travel or mileage, meals and lodging, or other expenses.

Membership Dues - Member is subject to, and agrees to abide by, Employers Council Dues Rates and will be subject to, and notified of, any modification to Dues Rates. Member is to pay its annual Membership Dues to Employers Council at the time that the Member joins. While Member acknowledges and agrees Member is committing to an annual membership, monthly dues payment plans may be available for an additional fee.

Term - The term of this Agreement shall be for a period of one (1) year. The initial term begins on the Membership commencement date and shall automatically renew on the Membership anniversary date for additional one (1) year terms.

Membership Services - Employers Council content and Membership Services are only provided to individuals granted access by duly authorized agents of the member organization. Membership Services are provided to assist management in dealing directly with their organization's employees. Membership Services are not provided to any client of the Member. Employers Council information and advice is explicitly limited for use solely by the Member's organization. Employers Council safeguards the confidential information of its Members. Please note, however, that protection from disclosure of confidential information can be lost if Members share communications with third parties, including non-attorney staff at Employers Council.

Copyright - The information available on or through Employers Council employees, the Member Community Portal, or the Employers Council website is the property of Employers Council, or its licensors, and is protected by copyright, trademark, and other intellectual property laws. Users may not modify, copy, transmit, distribute, display, sell, publish, license, create derivative works, or otherwise use any information available on or through the Employers Council website or Member Community



Portal, or other means of transmission, for commercial or public purposes. Users may not use the Employers Council trademarks, logos, or other marks, for any purpose without the written permission of Employers Council. Members choosing to participate in the Member Community Portal must separately agree to and follow the terms and conditions of the Member Community Portal.

Warranties - Employers Council hereby excludes all representations and warranties whatsoever (whether implied by law or otherwise) relating to the content and use of its website or information. In no event will Employers Council be liable for any incidental, indirect, consequential, punitive, or special damages of any kind, or any other damages whatsoever, including, without limitation, those resulting from loss of profit, loss of contracts, loss of reputation, goodwill, data, information, income, anticipated savings, or business relationships, whether or not Employers Council has been advised of the possibility of such damage, arising out of or in connection with the use of its information, website, or any linked websites.

Termination - Member may terminate this Agreement at any time. Membership Dues will not be refunded for current Membership Agreement year. If a Member terminates its Membership with Employers Council, any and all outstanding invoices must be paid in full. If a Member terminates its Membership with Employers Council and elects to continue receiving Pay-As-You-Go Services, said service charges will be subject to a higher Non-Member Rate. Employers Council may terminate membership for violations of the Membership Terms and Conditions or in the event Employers Council identifies a conflict of interest between Member and Employers Council.

Invoices - Member agrees to pay Employers Council upon receipt of invoice.





To: The Core Transit Board

From: Dave Snyder, Director of Transportation

Meeting Date: 07/09/2025

SUBJECT: TransDev – Fleet Maintenance Services Agreement
Amendment

RECOMMENDED ACTIONS: Approve a six (6) month fleet maintenance services agreement amendment valued at \$900,000 with TransDev for the upkeep of Core Transit buses.

Background

As part of Core Transit's ongoing fleet maintenance program for our buses, Core Transit currently receives maintenance services from TransDev through a Services Agreement that was entered into on July 1, 2024 for a period of twelve (12) months. This agreement expired on 6/30/2025.

To continue to obtain necessary fleet maintenance support from TransDev while developing a new Request for Qualifications for future maintenance support, Staff recommends that the Board approve the Services Agreement Amendment with TransDev for fleet maintenance support.

FINANCIAL CONSIDERATIONS: Project total not to exceed \$900,000 for six (6) months. The existing maintenance budget has sufficient funds to cover this cost.

ATTACHMENTS:

1. Services Agreement Amendment

**AMENDMENT 1
SERVICES AGREEMENT
DATED APRIL 19, 2024
BY AND BETWEEN
EAGLE VALLEY TRANSPORTATION AUTHORITY
AND
TRANSDEV FLEET SERVICES, INC.**

This Amendment (“Amendment 1”) is made as of the last signature below (“Effective Date”) by and between Eagle Valley Transportation Authority (“EVTA”) and Transdev Fleet Services, Inc (the “Contractor”) (Individually, each a “Party” and collectively, the “Parties”).

WHEREAS, EVTA and Transdev Fleet Services, Inc. entered into a Services Agreement (the “Agreement”), dated April 19, 2024; and

WHEREAS the Agreement was assigned from Eagle County to the Eagle Valley Transportation d/b/a Core Transit, which is a separate legal entity and political subdivision of the State of Colorado on August 4, 2024; and

WHEREAS the County and Contractor now desire to extend and amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings contained in the Contract, Proposal, and this Amendment, the County and the Contractor agree to amend the Contract as follows:

- 1.) Extension: The Agreement shall be extended from July 1, 2025, till November 30, 2025 (“Extension Term”)
- 2.) The Pricing shall remain the same for the Extension Term.

Except as expressly amended by this document, the Agreement as previously amended remains in full force and effect and legally binding upon EVTA and the Contractor.

Eagle Valley Transportation Authority

By:
Title:
Date:

Transdev Fleet Services, Inc.

Transdev Fleet Services, Inc.

Jennifer Green
Vice President of
Regional Finance
Date:

Todd Johnson
Region Vice President
Date:



Core Transit
Monthly Admin Board Report
Reporting Month: July 2025

NAME: Aryn Schlichting

MONTH: July 2025

DIRECTOR OF PEOPLE & CULTURE REPORT

Key Highlights:

- Shared People & Culture updates to all staff at the mandatory safety meetings June 10-18. In those meetings we:
 - Connected with all staff to review salary grades, upcoming pay increases, and upcoming evaluation procedures.
 - Piloted an in-person strategy to gather driver feedback to gain valuable insights on improving their on-the-road experience.
 - Collected driver & staff feedback to better understand how they prefer to be recognized, communicated with, and the most effective ways to gather their input in a 24/7 operation.

Impact, Outcome, and Strategic Alignment:

One significant takeaway from these meetings is that operators would like Core Transit to take a more active role in communicating with the public about how to safely drive, bike, and walk near our buses, encouraging overall roadway safety. We also identified that drivers prefer sharing their ideas face-to-face. While that personal connection is most important, they also value using the Sling App as a secondary method to share information. Additionally, we learned that employees are looking forward to the final benefits being built out in Q4, which include recognition programs and wellness incentives, both of which are already budgeted.

These outcomes directly support our goals of building a culture of safety, where continuous improvement is a shared source of pride, and creating a culture of trust, clear communication, and team-based problem solving. By addressing these priorities, we can strengthen our commitment to fostering collaboration, safety, and mutual respect across the organization.

Looking Ahead:

- Develop a wellness program.

- In coordination with the Driver Committee and leadership, we will also create a recognition and bonus program.
- We will continue to evaluate the housing program financially in collaboration with the Finance team and present an update to the board.

NAME: Dayana Herr

MONTH: July 2025

**MARKETING, COMMUNICATIONS & CUSTOMER SERVICE MANAGER
REPORT**

Key Highlights:

- We welcomed a new Information Services Representative, Jenny Tomas, completing our fully bilingual Customer Service Team.
- We launched the “Know When to Pay Your Fare” campaign, which received strong engagement and clarified fare zone policies.
- We partnered with the Operations team to identify common rider questions and align future campaigns, and with the Planning team to gather feedback from Leadville riders on summer route changes.
- We continued summer outreach at events like the Concierge Guild gathering in Vail and began new partnerships with EGE Airport and ECO Trails to expand rider education efforts.

Impact, Outcome, and Strategic Alignment:

Our completed customer service team supports our goal to improve our transit experience by delivering exceptional bilingual, bicultural customer service that reflects our community. At the VTC, we’re already seeing more riders engage in their preferred language and share helpful feedback.

By reaching out to Leadville riders, we advanced our goal to improve our transit experience by using KPIs and customer feedback to drive service improvements. Riders shared valuable insights and appreciation for being included in the conversation around recent changes.

Our rider education work, internally with Operations and externally with partners like EGE Airport and ECO Trails, supports our goal to best serve our community by collaborating with local partners to improve access and mobility. These efforts help riders navigate our system more confidently and support smoother interactions across our network.

In the News/Blog Post:

[Eagle County airport lands another direct flight for winter season](#)

[Core Transit employees' unionization effort stalls](#)

[Avon's project to improve pedestrian safety on US Highway 6 breaks ground in July](#)

[El proyecto de Avon para mejorar la seguridad peatonal en la autopista US 6 comienza en julio](#)

[When emergencies happen, Eagle County's operations center is ready for work](#)

[Curious Nature: Break up with your car this summer](#)

[Eagle County airport adds another winter-season flight](#)

[Allen: Core Transit is committed to putting people first](#)

Looking Ahead:

- We'll be out in the community this month at Gypsum Daze (July 17 to 19) and the Eagle County Fair & Rodeo (July 21 to 26), creating opportunities to connect with riders and share service tools.
- We're making steady progress on our new website, which will offer a more user-friendly customer experience. At the same time, we're building a 24/7 live chat system with live agent support during business hours and AI assistance in the evenings.
- We've also begun planning our fall "Rider Appreciation Week." Once dates are set, board members will be invited to join us at key stops to celebrate the riders who keep Core Transit moving.

Name: Sanjok Timilsina

Month: July 2025

FINANCE REPORT

Sales Tax Revenue

Core Transit 0.5% Sales Tax Collections

Month Recognized	2023	2024	2025 Forecast	2025 Actual
January		\$1,542,254	\$1,525,000	\$1,549,779
February	\$1,500,634	\$1,472,488	\$1,465,000	\$1,464,394
March	\$1,539,340	\$1,530,856	\$1,520,000	\$1,562,983
April	\$1,633,224	\$1,615,388	\$1,600,000	\$1,624,609
May	\$732,002	\$654,318	\$645,000	\$711,784
June	\$613,184	\$606,827	\$600,000	Expected by 7/8
July	\$861,752	\$863,012	\$850,000	
August	\$1,042,919	\$1,104,288	\$1,100,000	
September	\$992,710	\$984,213	\$975,000	
October	\$918,807	\$873,477	\$865,000	
November	\$720,961	\$736,248	\$725,000	
December	\$738,938	\$691,889	\$730,000	
TOTAL	\$11,294,471	\$12,675,258	\$12,600,00	\$6,913,550

Core Transit accrues sales tax collection back by one month.

ECO Transit Sales Tax Collections

Month Recognized	2024 Actual	2025 Forecast	2025 Actual
January		\$1,365,000	\$1,439,569
February		\$1,415,000	\$1,679,961
March		\$1,490,000	\$1,594,542
April		\$605,000	\$751,620
May		\$555,000	Expected by 7/17
June		\$795,000	
July		\$1,025,000	
August	\$948,653	\$905,000	
September	\$962,818	\$810,000	
October	\$776,024	\$678,000	
November	\$733,277	\$733,000	
December	\$1,508,982	\$1,372,000	
TOTAL	\$4,929,753	\$11,748,000	\$5,465,693

Eagle county accrues their sales tax collection back by two months. The amount shown above is the gross amount of tax collected. The expense associated with the 1% treasurer fees is shown in the treasurer fee expense line item in department 10.

May 2025 Financial Summary

Expenditures:

As of May 2025, year-to-date General Fund operating expenditures are favorable to budget by \$388,136. This positive variance is primarily driven by cost savings in the following departments:

- General and Administration (\$140k),
- Finance (\$67k),
- Planning (\$268k)
- Marketing and Customer Service (\$84k)

Cost savings in planning department is because of the timing of 10-year transit plan invoices. These savings are partially offset by higher than budgeted expenditures in vehicle operations department (\$207k) and fleet maintenance department (\$54k). Vehicle operations department overage is mainly because of busy winter schedule and increased number of shadow buses. Staff have created a plan to reduce over-time hours which is moving the needle in right direction. Fleet maintenance department overage is mainly because of higher than anticipated maintenance needs. The Authority recently received 5 new hybrid buses and disposed a few old fleets. YTD expenditure represents 43% of the operating budget.

Capital expenditures are favorable to budget by \$1.35M, primarily due to fewer-than-planned bus refurbishments. Of the three budgeted refurbishments, only one has been completed to date. Housing fund expenditures are largely in line with the budget as of year-to-date May 2025.

Revenue:

Revenues to date represent approximately 54% of the revenues projected for the entire year's budget. The Authority's revenue year-to-date is favorable to the budget by \$997,167. Favorable revenue is mainly because of higher interest income (\$171k), higher Core sales tax (\$159k), and higher ECO sales tax (\$631k).

Bottom-line:

Overall, revenue over expenditures is favorable by \$2.78M as of May 2025 which includes favorable results in General Fund by \$1.39M, Capital Fund by \$1.35M and Housing Fund by \$40k.

FY 2025 is the Authority's first full year of 12-month operations under the new budget framework. Staff will continue to refine revenue and expenditure projections throughout the year, leveraging actual data received monthly to ensure accurate forecasting and effective financial management.

Key Highlights:

- FY 2024 financial statement audit, drafting the financials and note disclosure.
- Refine accounting software
- FY 2026 budget development

Impact, Outcome and Strategic Alignment

The month of June was primarily focused on the FY 2024 financial statement audit. Our auditors Haynie & Company have completed the fieldwork for the audit. Staff are currently drafting the financials statement and note disclosure. Staff are expecting to present the audit for the Board approval in August board meeting.

Staff continue to work closely with the implementation manager from Tyler Technologies to refine and optimize the Authority's accounting software. Two main priorities currently are Data and Insights module and Fixed Assets module. Staff began implementing the Data and Insights module in May. Currently, a consultant from Tyler ERP is working to create a website link which will be added to our website. Once fully operational, this system will provide taxpayers with an interactive link on the Authority's website, offering intuitive and transparent access to the Authority's financial performance. Fixed Assets module enables us to track all the Authority's fixed assets in one place.

Staff have started a process to prepare Fiscal Year 2026 budget. A budget kickoff meeting was held in June to outline expectations and key milestones. In alignment with the budget calendar presented to the Board in May, a preliminary budget will be developed by August 15. Following this, budget directors will have a series of meetings to review and discuss any proposed changes.

The goal is to present a balanced budget for Board consideration at the October Board meeting.

Looking Ahead

- Draft financials and note disclosure for FY 2024 Audit
- Implementation of Fixed Asset module in Tyler ERP system
- Work on FY 2026 budget

NAME: Scott Robinson

MONTH: July 2025

Deputy Director REPORT

Key Highlights:

- I continue to support my direct reports with their projects.
- The finance committee is starting to explore options for the investment of the anticipated ECO Transit fund balance transfer which, according to the finance IGA should be completed within ten days of receipt of the final 2024 Eagle County audit.
- FY26 budget season is upon us. I'm working closely with staff to ensure we build a fiscally sound budget that aligns with the strategic plan.
- Continuing to connect with staff on all levels of the organization.

Impact, Outcome . Strategic Alignment:

Supporting my staff with their projects leads to increased project success rates (two brains is always better than one!) and allows us to identify potential roadblocks/problems and generate solutions proactively.

Developing an investment strategy with our reserves produces annual income helping to diversify our funding streams and provide essential revenue to support the strategic plan. The finance committee will meet on Tuesday, July 8th and continue with monthly meetings.

As a brand-new organization, developing a strong culture focused on fiscal responsibility is essential to our sustainability. I'm working with my team to tie their budget to our updated strategic goals.

Adapting to feedback from our staff, I continue to make myself available to connect with staff from all levels of the organization to hear what's on their minds and answer any questions they might have.

Looking Ahead:

- Decide on an investment strategy with the finance committee and begin to implement it.
- Housing program update for the board.

- Continue to support staff and connect with them.

NAME: Dave Levy

MONTH: July 2025

PLANNING MANAGER REPORT

Key Highlights:

The Planning Department is advancing work on three key initiatives:

- The 10 Year Transit Development and Capital Plan: The Capital Plan
- Winter 25-26 Schedule Development
- FTA Fiscal Year 2025 5339(b) Buses and Bus Facilities Grant

Impact, Outcome, and Strategic Alignment:

The 10 Year Transit Development and Capital Plan: The Capital Plan

The 10 Year Transit Development and Capital Plan will serve as a roadmap for improving service, expanding service, and making capital improvements across the system over the next 10 years, pursuant to the recently adopted Strategic Plan.

The Capital Plan will support delivery of the Service Plan and prioritizes capital improvements across the system over the next 10 years. The Capital Plan has been finalized and will be presented at the July 9 Board Meeting for provisional approval by the Board.

The Winter 25-26 Schedule (November 23, 2025 – April 11, 2026)

The Winter 25-26 schedule will emphasize data-driven alignments with ridership demand and partner agency schedules to maximize assets and route productivity. The schedule development process spans 7 months to allow for comprehensive data analysis, public input, and partner consultations.

The Winter 25-26 schedule is in advanced stages of development and a preview will be shared at the July 9 Board Meeting

FTA Fiscal Year 2025 5339(b) Buses and Bus Facilities Funding Opportunity

The public identified bus shelter improvements as a high priority through multiple rounds of outreach over the last year. Core Transit will pursue funding to rehabilitate or replace bus shelters across the system in response to this feedback and corroborating technical assessments of the infrastructure. These funds support Core Transit's commitment to safe, welcoming, and branded shelters and directly advance Goal: Improve our transit experience.

Looking Ahead:

- Final assembly of the 10 Year Transit Development and Capital Plan will take place over the next 60 days and brought to the Board for adoption in September.
- The 5339(b) grant will be submitted on July 14 with a determination expected in Q4 2025.
- NTD Certification work continues, and an update will be provided to the Board at the September Board Meeting.

NAME: Tanya Allen

MONTH: July 2025

Executive Director REPORT

Key Highlights:

- Finalizing the Board-adopted Strategic Plan for publication and sharing with all staff during quarterly team meeting.
- Working with our legal team to ensure full compliance with all aspects of the unionization effort and support our employees with timely and accurate information.
- Coordination on internal and external planning efforts.
- Facility and asset transfer agreements.

Impact, Outcome, Strategic Alignment:

Presenting Core Transit's 5 Year Strategic Plan at the quarterly employee meetings provided an opportunity to share these priorities across the entire organization, celebrate our achievements, and demonstrate how everyone's day-to-day work makes critical contributions to our success. We are currently developing project worksheets rooted in the plan for staff to use as they identify 2026 priority projects and resource allocations. Staff are being encouraged to develop Key Performance Indicators or other appropriate metrics that can be used to measure and report progress in their areas of focus as part of the budgeting process.

Our highest priority is putting our team first. This includes respecting the rights of every employee to make an informed choice regarding whether or not they wish to be represented by a union. Our goal is to make sure our employees have timely, accurate information regarding the unionization process and where it currently stands with the state.

The 10-Year Transit Development and Capital Plan will be a foundational document for our organization's future. As we enter the final phase of this project I am remaining heavily involved in this effort. This project, if executed well, will guide our own decisions as well as our involvement in future local, regional, and broader transportation initiatives.

We continue to button up transition-related issues, including returning to agreements that were assigned to us by Eagle County during the transition and updating them to better serve our organization. We are currently revising our agreement for use of the VTC with Town of Vail and Swift Gulch with the Town of Avon. We will also be receiving some pending assets from Eagle County, including some maintenance equipment and the remaining ECO Fund balance, estimated at \$10m. Tidying up these issues helps us solidify our financial foundation and ensure that we truly are building Core Transit to last.

Looking Ahead:

- Exploring alternative funding options to continue the Youth Fare Free Transit program in lieu of discontinued state grant funding.
- 2026 budget preparation with a focus on identifying specific priorities and recommended performance metrics.

Core Transit Operations Update

July 2025



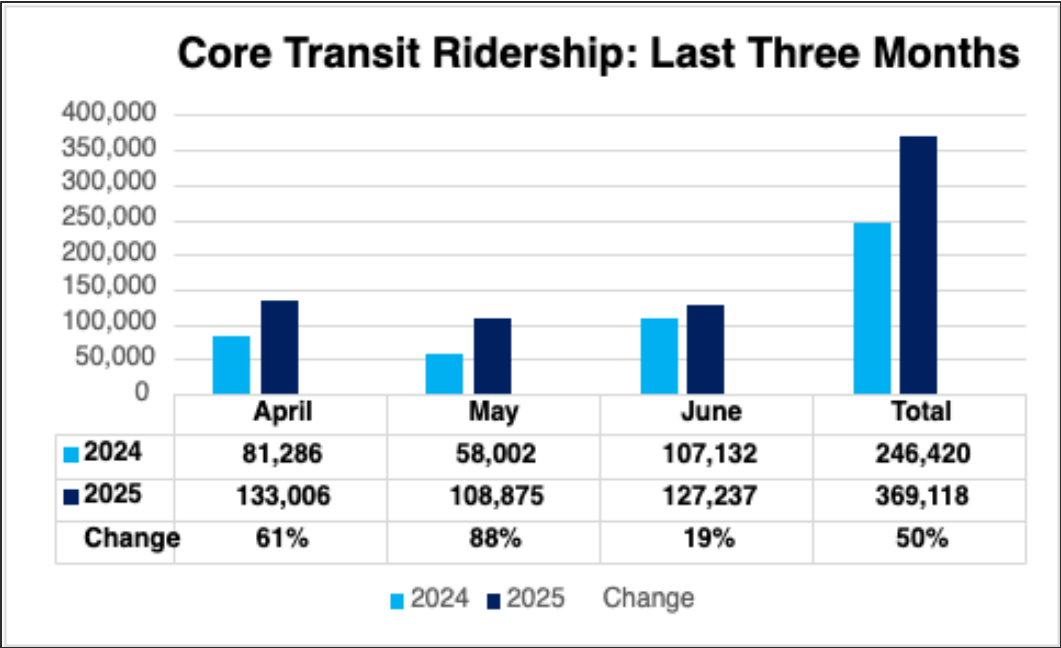
Core Transit Ridership Update

System Ridership

June 2025 127,237

June 2024 107,132

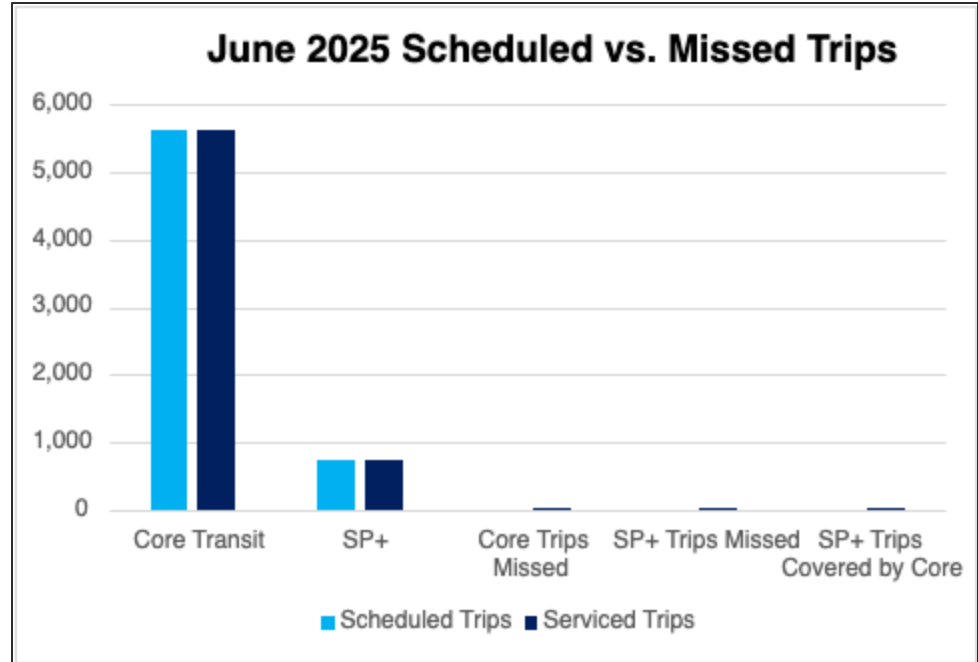
YOY Change +19%



June 2025

Route Performance

- Core Transit: 99.96% completion rate (only 2 of 5,640 scheduled trips missed)
- No shadow buses were used in June
- SP+: 99.86% completion rate (only 2 of 750 trips missed; Core covered 1 of 2 missed trips)



Core Transit Update – Routes

Monthly Trip Summary (June 2025)	Performance
Scheduled Trips/Trips Completed (direct operation):	5,640 / 5,638 (99.96%)
Unscheduled Trips (Shadow Buses, direct operation):	0
Scheduled Trips/Trips Completed (contract):	750 / 748 (99.7%)
Missed Contract Trips filled by Core Transit:	1/2 (50% of total missed contract trips)
Net Contract Service Missed	1/750 (.0013% of total contract trips)

**June 2025
Total Trips Serviced**

6,387



Core Transit Update – Safety

Preventable accidents

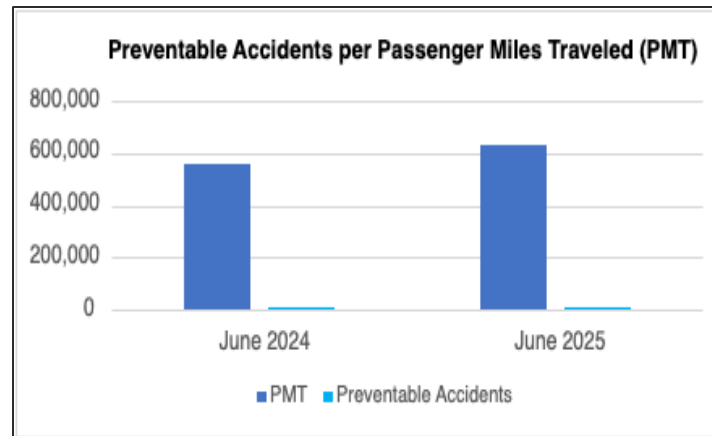
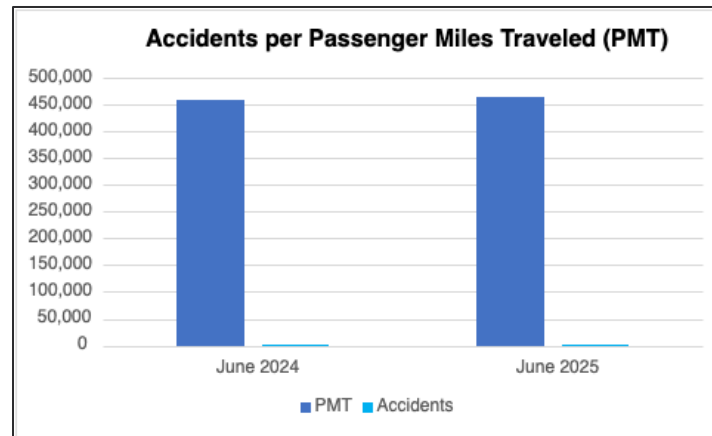
- YOY decreased from 18 to 17

Accidents per passenger miles traveled

- 2024 – 1 / 458,210 miles
- 2025 – 1 / 464,863 miles

Preventable Accidents per passenger miles traveled

- 2024 – 1 / 560,034
- 2025 – 1 / 628,933



Core Transit Update – Operators

Directly Operated Service / Summer Schedule Requirements	
Minimum required number of Drivers	53 (includes extra board)

Contract Service	Status
Operators available/Operators needed	8/8 (fully staffed)

Current Number of Drivers	Status
Full-time Operators	48
Part-time Operators	2-FTE
Seasonal Operators	1
Operators available/Operators needed	51/53 (96% staffed)
Operators in training	3(5 trainees begin a new class on 7/21)



Core Transit Update – Maintenance

Category	June Status
Fleet Status	82% in service
PM Compliance	100% of fleet
Breakdowns Impacting Service	2 mechanical problems (included in missed trips)
New Vehicle Updates	<ul style="list-style-type: none">5 new hybrid buses will go into service week of July 14



Core Transit Winter 2025 - 2026 Schedule Preview

Prepared for:
Core Transit Board

July 9, 2025



Winter '25-26 Schedule Development Timeline



Core Transit Ridership Winter Schedule 2024-25 vs 2023-24

System Ridership

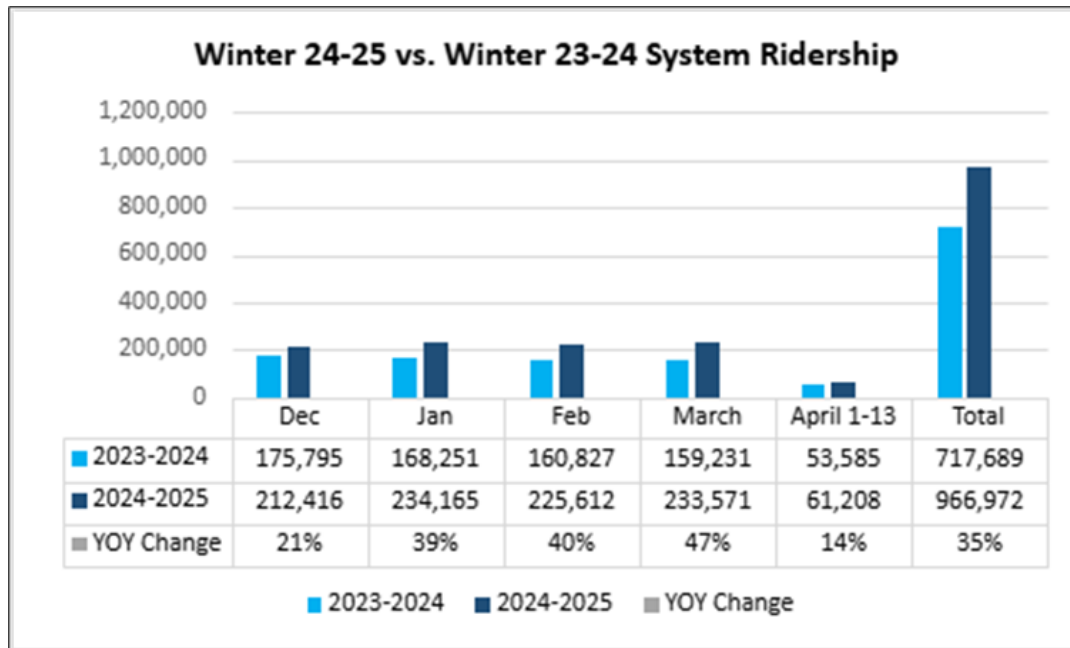
Winter 2023-24 **717,689**

Winter 2024-25 **966,972**

YOY Change **+35%**

Growth Drivers

- **Fare Free Service** (May 2024)
- **Expanded Service** (+20% revenue hours on HWY6 YOY; +45% system-wide revenue hours since ballot initiative passed)
- **Service Quality** (on time performance, customer service, communications)



Winter '24-25 Survey – Key Takeaways

- 97 total responses (18 in Spanish)
- Express services are used and valued
- 51 respondents reported that new express service made their commutes better / easier to choose transit over driving
- More service requests for Eagle and Minturn
- Only 13 respondents used the 1:05a service



Winter '25-26 Schedule Goals

- **Deliver Winter '24-25 LOS with greater efficiency through schedule and pattern improvements, reduced deadhead, and vendor performance improvement**
- **Focus on driver needs (desirable shifts, breaks, access to facilities)**
- **Improve user tools and expand customer service to ease service use and lower adoption barriers**



Winter 25-26 Schedule Highlights November 23, 2025 – April 11, 2026

- **Maintain summer service increase on HWY6**
- **Maintain summer service increases for Leadville & Minturn**
- **Added (lengthened) BC run times to address OTP issues (40 min headways in midday) and increase layover times (driver breaks)**
- **Operator-focused run-cuts / more desirable shifts**
- **3 new spots at Swift Gulch = deadhead savings = costs and emissions savings**
- **New website and user tools to ease service use and lower adoption barriers**
- **Programmable hybrids = fuel savings = reduced costs**



THANK
YOU

