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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 MSC Conference Room, Building B, 3289 Cooley Mesa Rd, Gypsum, CO on Thursday, October 29, 2026, beginning at 8:00 am. The agenda for the meeting follows.

The Core Transit Board welcomes everyone to its meetings. The regular business meeting portion of this meeting will begin at 8:00 a.m. and will be a hybrid of an in-person meeting with an online Zoom platform employed. Members of the public are invited to attend either in person or via Zoom. Please click here to join the zoom meeting.

For those attending in person: The meeting will be held in Building B, at the back of the facility. Please park in front of Building A, enter through the double doors, and walk through Building A to reach Building B.

The Budget Work Session immediately following will be an in-person meeting only, and members of the public are invited to attend in person.

BUSINESS MEETING AGENDA

1. Call to Order – 8:00am
   a. Roll Call

2. Consideration of Changes to Agenda

3. Board Comment

4. Conflict of Interest Statements
   Board members are expected to comply with all applicable conflict of interest laws, as well as avoid actions or decisions that

may create the appearance of impropriety or conflict. At this time, any Board member with a potential conflicting interest in any item on today's agenda should declare that and recuse themselves from voting. A "potential conflicting interest" exists where a Director owns or controls, directly or indirectly, a substantial interest in any non-governmental entity participating in a financial or equivalent transaction with the Authority.

5. Public Comment – 8:05am
   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.

CONSENT AGENDA

6. Consent Agenda – 8:10 am
   a. September 9, 2026, regular meeting minutes
   b. Financial statements
   c. Payables list
   d. CDOT 5339 Grant Contract approval
   e. Core Transit Holidays
   f. Birds of Prey In-Kind Donation
   g. Drug and Alcohol Policy Updates

STAFF REPORTS

7. Staff Reports – 8:15 am
   a. Administrative Division Report
   b. Operations Report
   c. Executive Director's Comments

8. Additional Board Comments and New Business for Next Meeting

ADJOURNMENT

9. Adjournment of Regular Business Meeting – 8:25 am
   The next regular meeting of the Core Transit Board will be held at a special time and location: Wednesday, November 18, 2026, at 12:00 pm at The Eagle County Room in the Eagle County Building at 500 Broadway St, Eagle, CO, 81631.

YOUR BOARD MEMBERSHIP

Core Transit Board
Rich Carroll, Chair | Town of Avon
Jeanne McQueeney, Vice Chair | *Eagle County*
Dave Eickholt | *Beaver Creek Metro*
Bryan Woods | *Town of Eagle*
Spence Neubauer | *Town of Minturn*
Garrett Alexander | *Town of Red Cliff*
Kim Langmaid | *Town of Vail*

Core Transit Board Alternates
Kevin Hyatt | *Town of Avon*
Ray Shei | *Beaver Creek Metro*
Matt Scherr | *Eagle County*
Scott Schreiner | *Town of Eagle*
Vacant | *Town of Minturn*
Duke Gerber | *Town of Red Cliff*
Barry Davis | *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 seven (7) days 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
SEPTEMBER 9, 2026

A meeting of the Eagle Valley Transportation Authority ("Authority") Board of Directors ("Board") was held on September 9, 2026, at 6:00 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 September 2, 2026, 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 September 2, 2026, and the certification of posting are attached hereto.

ATTENDANCE

Directors in Attendance:

Chair: Director Rich Carroll, Councilor, Town of Avon; Vice Chair Director Jeanne McQueeney Commissioner, Eagle County; Director Dave Eickholt, Beaver Creek Metro District; Director Bryan Woods, Mayor, Town of Eagle; Director Spence Neubauer, Councilor, Town of Minturn; Director Kim Langmaid, Councilor, Town of Vail; Director Garrett Alexander, Member of the Board of Trustees of the Town of Red Cliff

Attendance:

Scott Robinson, Deputy Director, Core Transit; Dave Snyder, Director of Transportation, Core Transit; Aryn Schlichting, Director of People and Culture, Core Transit; Selene Suarez, People and Culture Generalist, Core Transit; Amy Burford, Executive Assistant and Special Projects Coordinator, Core Transit; Lance Trujillo, Director of Innovation and IT, Core Transit; Dayana Herr, Marketing, Communications & Customer Relations Manager, Core Transit; Dave Levy, Planning Manager, Core Transit; Ray Shei, Alternate Director, Beaver Creek Metro District; John LaConte, Reporter, Vail Daily; Leticia Harrison, Avon, CO;

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	Townsend Bessent, Eagle, CO; Oliver Bessent, Eagle, CO **Attendance on Zoom:** Edgardo Reyes, Information Service Representative, Core Transit; Juan Reyes, Operation Specialist, Core Transit; Liduvina Calvillo, Bus Operator
APPROVAL OF THE AGENDA	Director Carroll presented the agenda for approval. Director Eickholt moved to approve the agenda as presented. Director Woods seconded the motion, which passed unanimously 6–0.
BOARD COMMENT	During Board comments, Director Carroll invited Deputy Director Scott Robinson to speak. Deputy Director Robinson addressed a recent incident involving a rider that was reported in the Vail Daily.
CONFLICT OF INTEREST STATEMENTS	There were none.
PUBLIC COMMENT	Leticia Harrison of Avon expressed concerns regarding the Vail Daily's coverage of a recent rider incident. Townsend Bessent of Eagle expressed appreciation for Core Transit, noting that its bus service enables his brother to maintain employment with Vail Resorts.
CONSENT AGENDA	**6. Consent Agenda** Director Carroll presented the following items as part of the consent agenda for approval: **6.1.** August 12, 2026, regular meeting minutes **6.2.** Financial statements

6.3. Payables list

6.4 SB-230 Grant Submission Approval

6.5 FTA 5339 Grant Submission Approval

Director Eickholt motioned to approve the consent agenda for approval. Director Woods seconded the motion, which passed with a unanimous 6-0 vote.

AGENDA ITEMS

7. Presentations

7.1 Winter Schedule Updates, Summer Schedule Feedback and 10 Year Plan Update

Planning Manager Dave Levy previewed the winter 2026–27 schedule, highlighting additional stops and service expansions. He provided an update on implementation of the 10-year plan, including work under the stops and shelters grant. He also noted that the summer schedule survey is open for public feedback.

7.2 Health Insurance and Housing Program FY 2027 Proposal

Director of People and Culture Aryn Schlichting presented health insurance options to the Board for a second review, incorporating the priorities identified during the previous discussion. She outlined three options for Board consideration and reviewed the financial implications of each.

Director Alexander entered the meeting.

Director Eickholt requested clarification on whether the HRA presented an uncapped liability. Director of People and Culture Schlichting explained that Core Transit's financial exposure under the plan is limited and that the plan would still provide significant savings to the organization.

	Director Neubauer motioned to approve Option 3 for Core Transit's fiscal year 2027 health insurance renewal. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote. People and Culture Generalist Selene Suarez provided an overview of employee housing, its role in supporting workforce stability, and 2026 achievements. She also presented a new four-tier housing pricing model, with rental ranges based on amenities and whether housing is individual or shared. She ended the presentation with the 2027 financial outlook. Director Woods asked about expanding housing ownership rather than leasing. Deputy Director Robinson noted that finding a permanent operations facility remains the priority and that the current housing program serves employees well.
	9. Staff Reports Deputy Director Scott Robinson shared positive sales tax updates and announced electronic distribution of the budget book on October 15, a staff problem-solving workshop at upcoming safety meetings, and installation of new bus software that week. He also highlighted the success of Rider Appreciation Week and the staff open house at the Eagle golf course. Director of Transportation Dave Snyder provided updates on ridership and maintenance trends. He reported a decline in year-to-date preventable accidents. He also noted that the department is 95% staffed.
ADDITIONAL BOARD COMMENTS and NEW BUSINESS	There were none.

ADJOURNMENT	Director Eickholt motioned to adjourn. Director Alexander seconded the motion, which passed with a unanimous 7-0 vote. The meeting adjourned at 6:35 p.m.

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Eagle Valley Transportation Authority (dba Core Transit)
CASH POSITION
Year to Date and as of August 31, 2026
Adjusted as of September 30, 2026

	CASH		CSIP			Multi-Bank		Colotrust	
	NBH	PNC bank							
Maturity Date	3.5600%		4.0000% 9/4/2026	4.0900% 8/17/2026	3.8400%	Varies Varies	Varies Varies	3.8900%	TOTAL ALL
Account Activity Item Description	Checking	Checking	Savings-Term	Savings-Term	LGIP	Treasuries	CDs	Plus+	ACCOUNTS
BEGINNING BANK BALANCE	$ -	$ 61,004	$ 2,000,000	$ 2,000,000	$ 3,140,426	$ 7,405,750	$ 9,789,722	$ 6,298,772	$ 30,695,674
YTD credits - Total deposits, wires and transfers	5,488,435	9,518,911	-	-	2,209,186	3,799,031	1,591,000	18,287,972	40,894,535
YTD debits - Total vouchers, wires and transfers	(3,095,158)	(9,573,528)	-	(2,000,000)	(3,806,700)	(1,803,996)	(258,999)	(15,271,010)	(35,809,391)
YTD bank balance	2,393,277	6,387	2,000,000	-	1,542,913	9,400,786	11,121,723	9,315,734	35,780,818
Plus deposits/transfers in transit		-	-	-				-	-
Less outstanding checks/transfers	(466,972)	-	-	-	-			-	(466,972)
Cash Balance as of August 31, 2026	**1,926,305**	**6,387**	**2,000,000**	**-**	**1,542,913**	**9,400,786**	**11,121,723**	**9,315,734**	**35,313,846**
Current period activity									
Add - deposits, wires and transfers	809,646	-	-	-	2,089,909	66,786	-	2,406,673	5,373,014
Subtract - vouchers, wires and transfers	(846,801)	(6,387)	(2,000,000)	-	-	-	-	(1,631,000)	(4,484,188)
Total current period adjustments	(37,156)	(6,387)	(2,000,000)	-	2,089,909	66,786	-	775,673	888,826
Restricted to Housing	-	-	-		2,000,000	-	-	-	2,000,000
Restricted to Capital	-	-		-	-	-	11,121,723	9,161,800	20,283,523
General Fund	1,889,149	-	-	-	1,632,822	9,467,572	-	929,607	13,919,150
Adjusted balance as of September 30, 2026	**$ 1,889,149**	**$ -**	**$ -**	**$ -**	**$ 3,632,822**	**$ 9,467,572**	**$ 11,121,723**	**$ 10,091,407**	**36,202,673**

Eagle Valley Transportation Authority, CO

My Monthly Budget Report

Group Summary

For Fiscal: FY26 Period Ending: 08/31/2026

Account Typ…		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 01 - General Fund										
Revenue		2,271,939.24	2,366,292.59	94,353.35	4.15%	19,626,870.43	20,480,391.69	853,521.26	4.35%	27,546,899.00
Expense		1,856,408.12	1,790,651.48	65,756.64	3.54%	17,706,064.24	17,150,125.96	555,938.28	3.14%	27,032,104.00
	Total Fund: 01 - General Fund:	**415,531.12**	**575,641.11**	**160,109.99**		**1,920,806.19**	**3,330,265.73**	**1,409,459.54**		**514,795.00**
Fund: 02 - Capital Fund										
Revenue		0.00	0.00	0.00	0.00%	2,000,000.00	2,000,000.00	0.00	0.00%	2,494,000.00
Expense		97,772.50	257,882.19	(160,109.69)	-163.76%	1,497,680.00	435,304.21	1,062,375.79	70.93%	1,822,500.00
	Total Fund: 02 - Capital Fund:	**(97,772.50)**	**(257,882.19)**	**(160,109.69)**		**502,320.00**	**1,564,695.79**	**1,062,375.79**		**671,500.00**
Fund: 03 - Air Fund										
Revenue		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,500,000.00
Expense		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,500,000.00
	Total Fund: 03 - Air Fund:	**0.00**	**0.00**	**0.00**		**0.00**	**0.00**	**0.00**		**0.00**
Fund: 04 - Housing Fund										
Revenue		34,048.85	32,230.33	(1,818.52)	-5.34%	600,390.80	561,430.08	(38,960.72)	-6.49%	738,729.00
Expense		56,083.75	54,164.19	1,919.56	3.42%	504,905.56	438,473.45	66,432.11	13.16%	737,706.00
	Total Fund: 04 - Housing Fund:	**(22,034.90)**	**(21,933.86)**	**101.04**		**95,485.24**	**122,956.63**	**27,471.39**		**1,023.00**
	Report Total:	**295,723.72**	**295,825.06**	**101.34**		**2,518,611.43**	**5,017,918.15**	**2,499,306.72**		**1,187,318.00**

Fund Summary

Fund		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01 - General Fund		415,531.12	575,641.11	160,109.99		1,920,806.19	3,330,265.73	1,409,459.54		514,795.00
02 - Capital Fund		(97,772.50)	(257,882.19)	(160,109.69)		502,320.00	1,564,695.79	1,062,375.79		671,500.00
03 - Air Fund		0.00	0.00	0.00		0.00	0.00	0.00		0.00
04 - Housing Fund		(22,034.90)	(21,933.86)	101.04		95,485.24	122,956.63	27,471.39		1,023.00
	Report Total:	**295,723.72**	**295,825.06**	**101.34**		**2,518,611.43**	**5,017,918.15**	**2,499,306.72**		**1,187,318.00**

Eagle Valley Transportation Authority, CO

My Monthly Budget Report

Group Summary

For Fiscal: FY26 Period Ending: 08/31/2026

Departmen…	August Budget	August 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%	2,330,000.00	2,330,000.00	0.00	0.00%	3,830,000.00
10 - Admin of Vehicle Operations	183,960.01	193,934.14	(9,974.13)	-5.42%	1,537,705.69	1,501,448.06	36,257.63	2.36%	2,332,135.00
11 - Vehicle Ops	474,277.35	514,460.02	(40,182.67)	-8.47%	3,978,260.64	3,885,978.28	92,282.36	2.32%	6,100,226.00
12 - Admin of Paratransit	1,071.66	0.00	1,071.66	100.00%	18,023.28	8,636.81	9,386.47	52.08%	26,360.00
13 - Paratransit Operations	12,700.50	17,585.74	(4,885.24)	-38.46%	130,957.71	141,092.26	(10,134.55)	-7.74%	183,849.00
14 - Safety and Training	25,349.52	14,203.02	11,146.50	43.97%	221,296.16	199,116.54	22,179.62	10.02%	334,719.00
21 - Admin of Fleet Mainenance	126,936.58	176,701.06	(49,764.48)	-39.20%	1,018,492.64	1,213,568.85	(195,076.21)	-19.15%	1,526,848.00
22 - Fleet Maintenance	224,630.04	178,780.59	45,849.45	20.41%	1,823,067.31	1,524,396.88	298,670.43	16.38%	2,729,512.00
31 - Facility Maintenance MSC	1,833.00	0.00	1,833.00	100.00%	14,664.00	3,191.42	11,472.58	78.24%	22,000.00
32 - Facility Maintenance Leadville	2,957.15	559.49	2,397.66	81.08%	23,657.20	28,878.55	(5,221.35)	-22.07%	35,500.00
33 - Facility Maintenance Avon	24,990.00	19,787.00	5,203.00	20.82%	199,920.00	206,487.00	(6,567.00)	-3.28%	300,000.00
41 - Facility Maintenance Stops	24,774.75	23,631.43	1,143.32	4.61%	204,476.01	190,318.06	14,157.95	6.92%	306,911.00
50 - General & Administration	370,502.11	275,075.60	95,426.51	25.76%	3,178,375.58	2,937,631.65	240,743.93	7.57%	4,765,354.00
51 - Finance	225,302.74	218,937.83	6,364.91	2.83%	1,841,421.92	1,929,783.06	(88,361.14)	-4.80%	2,747,214.00
52 - IT	86,674.33	89,214.13	(2,539.80)	-2.93%	567,795.06	528,812.72	38,982.34	6.87%	835,033.00
53 - Planning	26,543.86	21,564.03	4,979.83	18.76%	244,334.88	169,613.41	74,721.47	30.58%	384,167.00
54 - Marketing & Customer Service	43,904.52	46,217.40	(2,312.88)	-5.27%	373,616.16	351,172.41	22,443.75	6.01%	572,276.00
Total Expense:	**1,856,408.12**	**1,790,651.48**	**65,756.64**	**3.54%**	**17,706,064.24**	**17,150,125.96**	**555,938.28**	**3.14%**	**27,032,104.00**
Total Fund: 01 - General Fund:	**1,856,408.12**	**1,790,651.48**	**65,756.64**	**3.54%**	**17,706,064.24**	**17,150,125.96**	**555,938.28**	**3.14%**	**27,032,104.00**
Report Total:	**1,856,408.12**	**1,790,651.48**	**65,756.64**	**3.54%**	**17,706,064.24**	**17,150,125.96**	**555,938.28**	**3.14%**	**27,032,104.00**

		August Budget	August 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										
01-10-401010-1100	Employer Bulk Pass Sales	2,354.80	2,662.00	307.20	13.05%	30,390.67	20,989.00	(9,401.67)	-30.94%	37,800.00
01-10-401010-1200	Direct Pass Sales Revenue	840.00	2,701.00	1,861.00	221.55%	6,720.00	19,385.10	12,665.10	188.47%	10,080.00
01-10-401010-1400	Mobile Fare Sales	11,626.35	13,060.84	1,434.49	12.34%	93,542.07	116,695.02	23,152.95	24.75%	152,250.00
01-10-407010-1175	On Board Bus Advertising	166.60	0.00	(166.60)	-100.00%	1,332.80	4,614.64	3,281.84	246.24%	2,000.00
01-10-407040-1000	Interest Revenue	75,000.00	124,679.90	49,679.90	66.24%	600,000.00	893,491.90	293,491.90	48.92%	900,000.00
01-10-407090-0000	Miscellaneous Revenue	916.30	733.61	(182.69)	-19.94%	7,330.40	9,305.68	1,975.28	26.95%	11,000.00
01-10-407990-0000	Rent Income	824.67	2,497.75	1,673.08	202.88%	6,597.36	19,982.00	13,384.64	202.88%	9,900.00
01-10-408020-0100	Core Sales Tax Revenue	1,132,460.62	1,173,229.69	40,769.07	3.60%	9,460,787.38	9,381,690.47	(79,096.91)	-0.84%	12,900,000.00
01-10-408020-0200	Core DMV Sales Tax Revenue	6,932.35	6,218.86	(713.49)	-10.29%	48,224.37	47,657.43	(566.94)	-1.18%	78,000.00
01-10-409010-0200	ECO Sales Tax Revenue	1,025,318.76	1,025,319.00	0.24	0.00%	8,788,146.06	8,956,302.61	168,156.55	1.91%	12,800,000.00
01-10-413990-1200	FTA 5311 Operating Revenue	0.00	0.00	0.00	0.00%	459,809.00	859,809.00	400,000.00	86.99%	459,809.00
01-10-413990-1950	Contributions from other entities	0.00	0.00	0.00	0.00%	0.00	30,750.00	30,750.00	0.00%	0.00
01-10-414040-0001	Service Agreement Revenue - MIRA	6,997.20	6,684.94	(312.26)	-4.46%	55,977.60	51,678.84	(4,298.76)	-7.68%	84,000.00
01-10-414040-0002	Service Agreement Revenue - HHS	8,501.59	8,505.00	3.41	0.04%	68,012.72	68,040.00	27.28	0.04%	102,060.00
	Total Department: 10 - Admin of Vehicle Operations:	**2,271,939.24**	**2,366,292.59**	**94,353.35**	**4.15%**	**19,626,870.43**	**20,480,391.69**	**853,521.26**	**4.35%**	**27,546,899.00**
	Total Revenue:	**2,271,939.24**	**2,366,292.59**	**94,353.35**	**4.15%**	**19,626,870.43**	**20,480,391.69**	**853,521.26**	**4.35%**	**27,546,899.00**
Expense										
Department: 00 - Assets										
01-00-516000-1000	Transfer out to Capital Fund	0.00	0.00	0.00	0.00%	2,000,000.00	2,000,000.00	0.00	0.00%	2,000,000.00
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%	1,500,000.00
01-00-516000-3000	Transfer out to Housing Fund	0.00	0.00	0.00	0.00%	330,000.00	330,000.00	0.00	0.00%	330,000.00
	Total Department: 00 - Assets:	**0.00**	**0.00**	**0.00**	**0.00%**	**2,330,000.00**	**2,330,000.00**	**0.00**	**0.00%**	**3,830,000.00**
Department: 10 - Admin of Vehicle Operations										
01-10-501020-0500	AVO Admin Salaries	126,280.65	127,888.62	(1,607.97)	-1.27%	1,013,183.21	959,114.51	54,068.70	5.34%	1,512,207.00
01-10-501020-1610	AVO Admin Salaries - OT	8,310.09	21,617.92	(13,307.83)	-160.14%	68,680.72	131,899.61	(63,218.89)	-92.05%	102,162.00
01-10-502010-0010	AVO Medicare Tax	2,042.26	2,182.33	(140.07)	-6.86%	16,338.08	16,558.75	(220.67)	-1.35%	24,517.00
01-10-502010-0020	AVO Social Security Taxes	8,732.33	9,331.36	(599.03)	-6.86%	69,858.64	70,803.08	(944.44)	-1.35%	104,830.00
01-10-502020-2000	AVO Retirement	13,233.45	12,014.86	1,218.59	9.21%	105,867.60	92,223.51	13,644.09	12.89%	158,865.00
01-10-502070-0010	AVO Unemployment Taxes	704.21	0.00	704.21	100.00%	5,633.68	2,256.40	3,377.28	59.95%	8,454.00
01-10-502100-0000	AVO Holiday Pay	0.00	0.00	0.00	0.00%	38,220.00	37,002.87	1,217.13	3.18%	76,440.00
01-10-503030-0011	AVO Software/Network Fees	2,304.07	2,174.99	129.08	5.60%	18,432.56	17,061.66	1,370.90	7.44%	27,660.00
01-10-503030-0013	AVO Uniforms	775.80	1,642.70	(866.90)	-111.74%	10,553.40	16,745.24	(6,191.84)	-58.67%	18,000.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-10-503030-3250	AVO Consulting - ITS	13,911.10	13,905.09	6.01	0.04%	111,288.80	111,240.72	48.08	0.04%	167,000.00
01-10-503990-0003	AVO Printing Expense	416.66	0.00	416.66	100.00%	3,333.28	0.00	3,333.28	100.00%	5,000.00
01-10-504990-0001	AVO Office Supplies General	500.00	124.60	375.40	75.08%	5,000.00	630.69	4,369.31	87.39%	8,000.00
01-10-504990-0010	Computer Supplies	2,832.20	59.99	2,772.21	97.88%	22,657.60	59.99	22,597.61	99.74%	34,000.00
01-10-504990-0011	AVO Materials & Supplies	666.40	269.81	396.59	59.51%	5,331.20	1,923.07	3,408.13	63.93%	8,000.00
01-10-509020-0000	AVO Travel - Meetings/Seminars	1.59	850.61	(849.02)	53,397.48%	5,333.32	3,509.01	1,824.31	34.21%	16,000.00
01-10-509020-0001	AVO Training/Workshop	1,250.00	275.33	974.67	77.97%	10,000.00	22,992.48	(12,992.48)	-129.92%	15,000.00
01-10-509020-1000	AVO Employee Meeting & Event Expense	916.30	913.76	2.54	0.28%	7,330.40	7,610.61	(280.21)	-3.82%	11,000.00
01-10-509020-1001	AVO Staff Approved Donations	0.00	0.00	0.00	0.00%	10,000.00	2,425.00	7,575.00	75.75%	20,000.00
01-10-509020-1002	AVO Miscellaneous Employee Reimburs...	83.30	0.00	83.30	100.00%	666.40	140.70	525.70	78.89%	1,000.00
01-10-509080-1000	Processing Fees	999.60	682.17	317.43	31.76%	7,996.80	5,997.49	1,999.31	25.00%	12,000.00
01-10-509990-0004	AVO Bus Rodeo Expenditures	0.00	0.00	0.00	0.00%	2,000.00	1,252.67	747.33	37.37%	2,000.00
	Total Department: 10 - Admin of Vehicle Operations:	**183,960.01**	**193,934.14**	**(9,974.13)**	**-5.42%**	**1,537,705.69**	**1,501,448.06**	**36,257.63**	**2.36%**	**2,332,135.00**
Department: 11 - Vehicle Ops										
01-11-501010-1020	VO Operator Wages OT	45,469.02	66,381.71	(20,912.69)	-45.99%	359,035.61	455,897.59	(96,861.98)	-26.98%	569,022.00
01-11-501020-1010	VO Operator Wages - FT	355,248.03	381,259.89	(26,011.86)	-7.32%	2,896,676.92	2,810,352.74	86,324.18	2.98%	4,377,092.00
01-11-502010-0010	VO Medicare Tax	5,805.68	6,674.01	(868.33)	-14.96%	47,927.65	50,596.52	(2,668.87)	-5.57%	75,564.00
01-11-502010-0020	VO Social Security Taxes	26,914.14	28,537.11	(1,622.97)	-6.03%	215,313.12	216,343.61	(1,030.49)	-0.48%	323,099.00
01-11-502020-2000	VO Retirement	38,670.02	30,122.85	8,547.17	22.10%	309,360.16	233,602.51	75,757.65	24.49%	464,226.00
01-11-502070-0010	VO Unemployment Taxes	2,170.46	208.74	1,961.72	90.38%	17,363.68	8,961.02	8,402.66	48.39%	26,056.00
01-11-502070-0040	VO Holiday Pay	0.00	1,226.71	(1,226.71)	0.00%	132,583.50	111,003.16	21,580.34	16.28%	265,167.00
01-11-509020-1001	VO Miscellaneous Expense	0.00	49.00	(49.00)	0.00%	0.00	(869.50)	869.50	0.00%	0.00
01-11-509020-1002	VO Miscellaneous Employee Reimburs...	0.00	0.00	0.00	0.00%	0.00	90.63	(90.63)	0.00%	0.00
	Total Department: 11 - Vehicle Ops:	**474,277.35**	**514,460.02**	**(40,182.67)**	**-8.47%**	**3,978,260.64**	**3,885,978.28**	**92,282.36**	**2.32%**	**6,100,226.00**
Department: 12 - Admin of Paratransit										
01-12-503990-0001	APO Paratransit Contract Svs - Towing	166.66	0.00	166.66	100.00%	1,333.28	0.00	1,333.28	100.00%	2,000.00
01-12-503990-0006	APO Contract Services	0.00	0.00	0.00	0.00%	9,450.00	8,553.13	896.87	9.49%	13,500.00
01-12-504010-2001	APO Paratransit Fuel - Unleaded	505.00	0.00	505.00	100.00%	4,040.00	0.00	4,040.00	100.00%	6,060.00
01-12-504990-0006	APO Paratransit Repair Parts	400.00	0.00	400.00	100.00%	3,200.00	83.68	3,116.32	97.39%	4,800.00
	Total Department: 12 - Admin of Paratransit:	**1,071.66**	**0.00**	**1,071.66**	**100.00%**	**18,023.28**	**8,636.81**	**9,386.47**	**52.08%**	**26,360.00**
Department: 13 - Paratransit Operations										
01-13-501010-1010	PVO Paratransit Operator Wages	9,508.94	14,794.50	(5,285.56)	-55.59%	101,178.24	111,614.63	(10,436.39)	-10.31%	137,045.00
01-13-501010-1020	PVO Paratransit Operator Wages - OT	913.66	167.21	746.45	81.70%	7,309.28	3,998.72	3,310.56	45.29%	10,964.00
01-13-502010-0010	PVO Medicare Tax	189.25	216.95	(27.70)	-14.64%	1,514.00	1,767.90	(253.90)	-16.77%	2,272.00
01-13-502010-0020	PVO Social Security Taxes	809.34	927.63	(118.29)	-14.62%	6,474.72	7,558.97	(1,084.25)	-16.75%	9,716.00
01-13-502020-2000	PVO Retirement	1,214.01	1,479.45	(265.44)	-21.86%	9,712.08	11,591.99	(1,879.91)	-19.36%	14,574.00
01-13-502070-0010	PVO Unemployment Taxes	65.30	0.00	65.30	100.00%	522.40	254.66	267.74	51.25%	784.00
01-13-502100-0000	PVO Operator Holiday Pay	0.00	0.00	0.00	0.00%	4,246.99	4,305.39	(58.40)	-1.38%	8,494.00
	Total Department: 13 - Paratransit Operations:	**12,700.50**	**17,585.74**	**(4,885.24)**	**-38.46%**	**130,957.71**	**141,092.26**	**(10,134.55)**	**-7.74%**	**183,849.00**
Department: 14 - Safety and Training										
01-14-501020-0500	ST Admin Salaries	16,129.58	8,332.96	7,796.62	48.34%	129,036.64	129,792.47	(755.83)	-0.59%	193,555.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-14-501020-1610	ST Staff OT	576.43	1,817.83	(1,241.40)	-215.36%	4,611.44	8,004.45	(3,393.01)	-73.58%	6,920.00
01-14-502010-0010	ST Medicare Tax	242.15	147.07	95.08	39.26%	1,937.20	1,996.10	(58.90)	-3.04%	2,907.00
01-14-502010-0020	ST Social Security Taxes	1,035.33	628.86	406.47	39.26%	8,282.64	8,535.11	(252.47)	-3.05%	12,429.00
01-14-502020-2000	ST Retirement	1,612.35	833.30	779.05	48.32%	12,898.80	12,858.27	40.53	0.31%	19,356.00
01-14-502070-0010	ST Unemployment Taxes	83.46	0.00	83.46	100.00%	667.68	311.92	355.76	53.28%	1,002.00
01-14-503030-0001	ST ID Badge Supplies	50.00	0.00	50.00	100.00%	300.00	0.00	300.00	100.00%	500.00
01-14-503030-0003	ST Medical - Exams and Testing	2,500.00	2,443.00	57.00	2.28%	20,000.00	18,940.25	1,059.75	5.30%	30,000.00
01-14-503030-0010	ST Contracted Services	0.00	0.00	0.00	0.00%	0.00	5,120.44	(5,120.44)	0.00%	12,000.00
01-14-503070-0001	ST Substance Abuse Program Audits	0.00	0.00	0.00	0.00%	2,000.00	0.00	2,000.00	100.00%	2,000.00
01-14-503070-0005	ST Camera Maintenance Agreement	1,600.00	0.00	1,600.00	100.00%	16,400.00	0.00	16,400.00	100.00%	22,800.00
01-14-504990-0001	ST Office Supplies - General	333.20	0.00	333.20	100.00%	2,665.60	1,591.40	1,074.20	40.30%	4,000.00
01-14-504990-0009	ST Materials & Supplies	166.60	0.00	166.60	100.00%	1,332.80	0.00	1,332.80	100.00%	2,000.00
01-14-504990-0010	ST Training Supplies	249.90	0.00	249.90	100.00%	1,999.20	2,283.16	(283.96)	-14.20%	3,000.00
01-14-504990-1000	ST Emergency Preparedness Supplies	416.50	0.00	416.50	100.00%	3,332.00	1,719.70	1,612.30	48.39%	5,000.00
01-14-509010-0000	ST Memberships & Subscriptions	83.30	0.00	83.30	100.00%	666.40	1,362.74	(696.34)	-104.49%	1,000.00
01-14-509020-0000	ST Travel - Meetings/Seminars	145.77	0.00	145.77	100.00%	1,166.16	0.00	1,166.16	100.00%	1,750.00
01-14-509020-0001	ST Training/Workshop	83.30	0.00	83.30	100.00%	666.40	2,055.00	(1,388.60)	-208.37%	1,000.00
01-14-509020-1000	ST Employee Expenses	41.65	0.00	41.65	100.00%	333.20	422.16	(88.96)	-26.70%	500.00
01-14-509990-0002	ST Bus Roadeo expense	0.00	0.00	0.00	0.00%	13,000.00	4,123.37	8,876.63	68.28%	13,000.00
	Total Department: 14 - Safety and Training:	**25,349.52**	**14,203.02**	**11,146.50**	**43.97%**	**221,296.16**	**199,116.54**	**22,179.62**	**10.02%**	**334,719.00**
Department: 21 - Admin of Fleet Mainenance										
01-21-501020-0500	AVMO Admin Salaries	8,326.33	8,305.30	21.03	0.25%	66,610.64	63,825.93	2,784.71	4.18%	99,956.00
01-21-502010-0010	AVMO Medicare Tax	120.70	129.24	(8.54)	-7.08%	965.60	1,030.61	(65.01)	-6.73%	1,449.00
01-21-502010-0020	AVMO Social Security Taxes	516.21	552.69	(36.48)	-7.07%	4,129.68	4,406.83	(277.15)	-6.71%	6,197.00
01-21-502020-2000	AVMO Retirement	832.66	415.27	417.39	50.13%	6,661.28	3,247.57	3,413.71	51.25%	9,996.00
01-21-502070-0010	AVMO Unemployment Taxes	41.65	0.00	41.65	100.00%	333.20	152.60	180.60	54.20%	500.00
01-21-502100-0000	AVMO Holiday Pay	0.00	0.00	0.00	0.00%	0.00	1,125.24	(1,125.24)	0.00%	0.00
01-21-503990-0007	AVMO Outside Repair - Support Vehicle	187.42	0.00	187.42	100.00%	1,499.36	928.39	570.97	38.08%	2,250.00
01-21-504010-0101	AVMO Lubricants - Oil	3,332.00	2,530.33	801.67	24.06%	26,656.00	23,522.93	3,133.07	11.75%	40,000.00
01-21-504010-2001	AVMO Fuel - Unleaded	6,664.00	10,306.55	(3,642.55)	-54.66%	53,312.00	47,633.14	5,678.86	10.65%	80,000.00
01-21-504010-2002	AVMO Fuel - Diesel	104,958.00	153,491.44	(48,533.44)	-46.24%	839,664.00	1,057,660.64	(217,996.64)	-25.96%	1,260,000.00
01-21-504010-2003	AVMO Fuel - Electricity	1,666.00	390.60	1,275.40	76.55%	13,328.00	7,130.44	6,197.56	46.50%	20,000.00
01-21-504990-0001	AVMO Office Supplies - General	166.66	0.00	166.66	100.00%	1,333.28	81.91	1,251.37	93.86%	2,000.00
01-21-509020-0000	AVMO Travel - Meetings/Seminars	0.00	221.14	(221.14)	0.00%	3,000.00	1,021.14	1,978.86	65.96%	3,000.00
01-21-509020-1000	AVMO Employee Event Expenses	124.95	358.50	(233.55)	-186.91%	999.60	1,801.48	(801.88)	-80.22%	1,500.00
	Total Department: 21 - Admin of Fleet Mainenance:	**126,936.58**	**176,701.06**	**(49,764.48)**	**-39.20%**	**1,018,492.64**	**1,213,568.85**	**(195,076.21)**	**-19.15%**	**1,526,848.00**
Department: 22 - Fleet Maintenance										
01-22-501020-1200	VMO Fleet Care Tech Salaries	19,627.89	20,824.66	(1,196.77)	-6.10%	157,023.12	158,023.38	(1,000.26)	-0.64%	235,629.00
01-22-501020-1210	VMO Fleet Care Tech - OT	1,570.20	0.00	1,570.20	100.00%	12,561.60	12,637.52	(75.92)	-0.60%	18,850.00
01-22-502010-0010	VMO Medicare Tax	323.62	304.60	19.02	5.88%	2,588.96	2,591.56	(2.60)	-0.10%	3,885.00
01-22-502010-0020	VMO Social Security Taxes	1,383.69	1,302.43	81.26	5.87%	11,069.52	11,080.96	(11.44)	-0.10%	16,611.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-22-502020-2000	VMO Retirement	2,074.75	1,540.23	534.52	25.76%	16,598.00	12,576.42	4,021.58	24.23%	24,907.00
01-22-502070-0010	VMO Unemployment Taxes	111.62	4.78	106.84	95.72%	892.96	479.70	413.26	46.28%	1,340.00
01-22-502100-0000	VMO Holiday Pay	0.00	0.00	0.00	0.00%	6,720.00	6,285.00	435.00	6.47%	13,440.00
01-22-503030-0014	VMO Uniforms	0.00	77.00	(77.00)	0.00%	1,000.00	236.92	763.08	76.31%	1,000.00
01-22-503050-0001	VMO Fire Extinguishers	500.00	0.00	500.00	100.00%	4,000.00	6,076.90	(2,076.90)	-51.92%	6,000.00
01-22-503050-0002	VMO Radio Maintenance	0.00	0.00	0.00	0.00%	1,956.99	0.00	1,956.99	100.00%	2,100.00
01-22-503050-0003	VMO Equipment Repairs - Shop Equipm...	625.00	0.00	625.00	100.00%	5,000.00	19,070.53	(14,070.53)	-281.41%	7,500.00
01-22-503990-0004	VMO Contract Svc - Maint	191,590.00	143,790.29	47,799.71	24.95%	1,532,720.00	1,241,335.10	291,384.90	19.01%	2,300,000.00
01-22-503990-0006	VMO Contract Services - Towing	2,915.50	5,154.66	(2,239.16)	-76.80%	23,324.00	23,641.79	(317.79)	-1.36%	35,000.00
01-22-504990-0015	VMO Cosmetic Maintenance Exterior	2,500.00	1,333.00	1,167.00	46.68%	20,000.00	15,671.98	4,328.02	21.64%	30,000.00
01-22-504990-0016	VMO Cleaning Supplies - Vehicles	1,199.52	3,132.32	(1,932.80)	-161.13%	9,596.16	6,911.88	2,684.28	27.97%	14,400.00
01-22-504990-0017	VMO Shop Supplies Misc	0.00	231.92	(231.92)	0.00%	5,000.00	2,801.47	2,198.53	43.97%	5,000.00
01-22-504990-0018	VMO Mechanic Tools/Shoes	0.00	169.99	(169.99)	0.00%	6,350.00	914.42	5,435.58	85.60%	6,350.00
01-22-504990-0019	VMO Small Tools & Equipment	124.95	458.91	(333.96)	-267.27%	999.60	1,281.44	(281.84)	-28.20%	1,500.00
01-22-504990-0020	VMO Decals - Fixed Route	0.00	0.00	0.00	0.00%	5,000.00	0.00	5,000.00	100.00%	5,000.00
01-22-504990-0021	VMO Repair Parts - Fixed Route	0.00	455.80	(455.80)	0.00%	0.00	2,378.86	(2,378.86)	0.00%	0.00
01-22-509990-0004	VMO Permits & Licenses	83.30	0.00	83.30	100.00%	666.40	401.05	265.35	39.82%	1,000.00
	Total Department: 22 - Fleet Maintenance:	**224,630.04**	**178,780.59**	**45,849.45**	**20.41%**	**1,823,067.31**	**1,524,396.88**	**298,670.43**	**16.38%**	**2,729,512.00**
Department: 31 - Facility Maintenance MSC										
01-31-503050-0010	FAM-M Contract Svc - General	1,000.00	0.00	1,000.00	100.00%	8,000.00	0.00	8,000.00	100.00%	12,000.00
01-31-504030-0100	FAM-M maintenance expenditures	833.00	0.00	833.00	100.00%	6,664.00	3,191.42	3,472.58	52.11%	10,000.00
	Total Department: 31 - Facility Maintenance MSC:	**1,833.00**	**0.00**	**1,833.00**	**100.00%**	**14,664.00**	**3,191.42**	**11,472.58**	**78.24%**	**22,000.00**
Department: 32 - Facility Maintenance Leadville										
01-32-503050-0010	FAM-L Contract Svc - General	1,249.50	0.00	1,249.50	100.00%	9,996.00	20,157.60	(10,161.60)	-101.66%	15,000.00
01-32-503060-0600	FAM-L Contract Services	624.75	0.00	624.75	100.00%	4,998.00	1,205.00	3,793.00	75.89%	7,500.00
01-32-504990-0031	FAM-L Cleaning Supplies - Leadville	416.50	0.00	416.50	100.00%	3,332.00	803.55	2,528.45	75.88%	5,000.00
01-32-505020-0001	FAM-L Utilities - Leadville	666.40	559.49	106.91	16.04%	5,331.20	6,712.40	(1,381.20)	-25.91%	8,000.00
	Total Department: 32 - Facility Maintenance Leadville:	**2,957.15**	**559.49**	**2,397.66**	**81.08%**	**23,657.20**	**28,878.55**	**(5,221.35)**	**-22.07%**	**35,500.00**
Department: 33 - Facility Maintenance Avon										
01-33-503050-0010	FAM-A Contract Svc - General	15,410.50	6,602.00	8,808.50	57.16%	123,284.00	101,007.00	22,277.00	18.07%	185,000.00
01-33-504030-0200	FAM-A Electrical Related Expenditures	416.50	0.00	416.50	100.00%	3,332.00	0.00	3,332.00	100.00%	5,000.00
01-33-512060-0000	FAM-A Leases and Rentals-Oper Yards or..	9,163.00	13,185.00	(4,022.00)	-43.89%	73,304.00	105,480.00	(32,176.00)	-43.89%	110,000.00
	Total Department: 33 - Facility Maintenance Avon:	**24,990.00**	**19,787.00**	**5,203.00**	**20.82%**	**199,920.00**	**206,487.00**	**(6,567.00)**	**-3.28%**	**300,000.00**
Department: 41 - Facility Maintenance Stops										
01-41-501020-0500	MPS Admin Salaries	6,244.41	6,876.88	(632.47)	-10.13%	49,955.28	52,397.16	(2,441.88)	-4.89%	74,963.00
01-41-501020-1610	MPS Admin - OT	499.55	611.16	(111.61)	-22.34%	3,996.40	5,296.28	(1,299.88)	-32.53%	5,997.00
01-41-502010-0010	MPS Medicare Tax	97.79	103.40	(5.61)	-5.74%	782.32	835.03	(52.71)	-6.74%	1,174.00
01-41-502010-0020	Social Security Taxes	418.16	442.09	(23.93)	-5.72%	3,345.28	3,570.42	(225.14)	-6.73%	5,020.00
01-41-502020-2000	MPS Retirement	624.41	687.69	(63.28)	-10.13%	4,995.28	5,170.64	(175.36)	-3.51%	7,496.00
01-41-502070-0010	MPS unemployment	33.73	0.00	33.73	100.00%	269.84	136.30	133.54	49.49%	405.00
01-41-502100-0000	MPS - Holiday pay	0.00	0.00	0.00	0.00%	2,028.01	1,924.21	103.80	5.12%	4,056.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-41-503050-0010	MPS Contract Svc - General	12,775.00	13,309.00	(534.00)	-4.18%	102,200.00	104,670.50	(2,470.50)	-2.42%	153,300.00
01-41-503060-0250	MPS Equipment Rental	0.00	633.70	(633.70)	0.00%	3,750.00	633.70	3,116.30	83.10%	5,000.00
01-41-504010-1000	MPS Supplies & Materials	416.50	485.51	(69.01)	-16.57%	3,332.00	5,278.89	(1,946.89)	-58.43%	5,000.00
01-41-504010-2002	MPS Fuel - Diesel	999.60	0.00	999.60	100.00%	7,996.80	0.00	7,996.80	100.00%	12,000.00
01-41-504030-0600	MPS - uniform	0.00	0.00	0.00	0.00%	500.00	490.07	9.93	1.99%	500.00
01-41-504990-0029	MPS Bus Stop Supplies	2,499.00	482.00	2,017.00	80.71%	19,992.00	9,464.86	10,527.14	52.66%	30,000.00
01-41-505020-0001	MPS Utilites - Shelters	166.60	0.00	166.60	100.00%	1,332.80	450.00	882.80	66.24%	2,000.00
	Total Department: 41 - Facility Maintenance Stops:	**24,774.75**	**23,631.43**	**1,143.32**	**4.61%**	**204,476.01**	**190,318.06**	**14,157.95**	**6.92%**	**306,911.00**
Department: 50 - General & Administration										
01-50-501020-0500	ADMIN Admin Salaries	93,187.54	95,667.56	(2,480.02)	-2.66%	745,500.32	736,400.34	9,099.98	1.22%	1,118,698.00
01-50-501020-1610	ADMIN Salaries - OT	175.84	0.00	175.84	100.00%	1,406.72	678.68	728.04	51.75%	2,111.00
01-50-502010-0010	ADMIN Medicare Tax	1,329.63	1,641.79	(312.16)	-23.48%	10,637.04	11,175.87	(538.83)	-5.07%	15,962.00
01-50-502010-0020	ADMIN Social Security Taxes	5,685.22	6,313.64	(628.42)	-11.05%	45,481.76	47,080.58	(1,598.82)	-3.52%	68,250.00
01-50-502020-2000	ADMIN Retirement	9,152.17	9,425.48	(273.31)	-2.99%	73,217.36	72,508.50	708.86	0.97%	109,870.00
01-50-502070-0010	ADMIN Unemployment Taxes	458.48	0.00	458.48	100.00%	3,667.84	1,527.59	2,140.25	58.35%	5,504.00
01-50-503030-0001	ADMIN Benefit Management Expenses	5,939.29	4,033.50	1,905.79	32.09%	47,514.32	30,816.50	16,697.82	35.14%	71,300.00
01-50-503030-0002	ADMIN Legal Svcs - Labor Counsel	879.64	0.00	879.64	100.00%	7,037.12	13,652.39	(6,615.27)	-94.01%	10,560.00
01-50-503030-0005	ADMIN Legal Svcs - General	9,646.14	4,021.00	5,625.14	58.31%	77,169.12	49,983.50	27,185.62	35.23%	115,800.00
01-50-503030-0006	ADMIN Legal Svcs - Special	937.12	0.00	937.12	100.00%	7,496.96	6,514.00	982.96	13.11%	11,250.00
01-50-503030-0013	Admin Uniform	362.35	0.00	362.35	100.00%	2,898.80	0.00	2,898.80	100.00%	4,350.00
01-50-503030-3250	ADMIN Consulting	0.00	1,057.08	(1,057.08)	0.00%	37,500.00	20,233.55	17,266.45	46.04%	50,000.00
01-50-503030-3290	ADMIN Payroll & HRIS fee	1,647.34	1,637.24	10.10	0.61%	13,178.72	14,161.90	(983.18)	-7.46%	19,776.00
01-50-503990-0003	ADMIN Printing Expense	195.75	0.00	195.75	100.00%	1,566.00	0.00	1,566.00	100.00%	2,350.00
01-50-504990-0001	ADMIN Office Supplies - General	1,950.55	755.89	1,194.66	61.25%	15,604.40	3,389.30	12,215.10	78.28%	23,416.00
01-50-504990-0003	ADMIN Office Supplies - Copy Machine	533.12	0.00	533.12	100.00%	4,264.96	3,882.46	382.50	8.97%	6,400.00
01-50-508010-0000	ADMIN Purchased Transportation Servic...	130,000.00	41,211.76	88,788.24	68.30%	1,140,000.00	1,035,836.09	104,163.91	9.14%	1,680,000.00
01-50-509010-0000	ADMIN Memberships & Subscriptions	5,902.08	3,371.12	2,530.96	42.88%	47,216.64	88,907.97	(41,691.33)	-88.30%	70,825.00
01-50-509020-0000	ADMIN Travel - Meetings/Seminars	983.33	389.06	594.27	60.43%	7,866.64	6,643.53	1,223.11	15.55%	11,800.00
01-50-509020-0001	ADMIN Training/Workshop	4,000.00	112.47	3,887.53	97.19%	7,500.00	3,327.47	4,172.53	55.63%	15,300.00
01-50-509020-0002	ADMIN Board Meeting Expense	1,037.08	249.87	787.21	75.91%	8,296.64	9,791.62	(1,494.98)	-18.02%	12,450.00
01-50-509020-0004	ADMIN Employee Development Program	3,057.11	0.00	3,057.11	100.00%	24,456.88	6,126.20	18,330.68	74.95%	36,700.00
01-50-509020-1000	ADMIN Employee Event Expenses	1,431.00	922.95	508.05	35.50%	15,979.50	14,540.15	1,439.35	9.01%	23,850.00
01-50-509020-1001	ADMIN Employee Wellness Plan Expense	4,375.00	0.00	4,375.00	100.00%	35,000.00	0.00	35,000.00	100.00%	52,500.00
01-50-509080-0000	ADMIN Recruiting Employees	5,583.33	5,715.87	(132.54)	-2.37%	34,166.64	23,897.15	10,269.49	30.06%	55,000.00
01-50-509080-0100	ADMIN Employee Recognition	2,070.80	17,382.89	(15,312.09)	-739.43%	118,035.60	93,601.53	24,434.07	20.70%	207,080.00
01-50-509080-2000	Treasurer fees	10,253.00	10,350.64	(97.64)	-0.95%	87,882.00	90,665.34	(2,783.34)	-3.17%	127,501.00
01-50-509990-0002	ADMIN Miscellaneous Expense	116.62	0.00	116.62	100.00%	932.96	201.32	731.64	78.42%	1,400.00
01-50-512120-0000	ADMIN Leases and Rentals	69,612.58	70,815.79	(1,203.21)	-1.73%	556,900.64	552,088.12	4,812.52	0.86%	835,351.00
	Total Department: 50 - General & Administration:	**370,502.11**	**275,075.60**	**95,426.51**	**25.76%**	**3,178,375.58**	**2,937,631.65**	**240,743.93**	**7.57%**	**4,765,354.00**
Department: 51 - Finance										
01-51-501020-0500	ACCT-RM Admin Salaries	21,619.43	21,727.87	(108.44)	-0.50%	172,955.44	169,840.10	3,115.34	1.80%	259,537.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-51-502010-0010	ACCT-RM Medicare Tax	313.45	307.48	5.97	1.90%	2,507.60	2,427.49	80.11	3.19%	3,763.00
01-51-502010-0020	ACCT-RM Social Security Taxes	1,340.38	1,314.74	25.64	1.91%	10,723.04	10,379.81	343.23	3.20%	16,091.00
01-51-502020-2000	ACCT-RM Retirement	2,161.96	2,172.79	(10.83)	-0.50%	17,295.68	16,984.03	311.65	1.80%	25,954.00
01-51-502070-0010	ACCT-RM Unemplyement Taxes	108.12	0.00	108.12	100.00%	864.96	363.34	501.62	57.99%	1,298.00
01-51-503020-0000	ACCT-RM Public Notices	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	500.00
01-51-503030-0009	ACCT-RM Contracted Services	250.00	0.00	250.00	100.00%	11,000.00	4,917.32	6,082.68	55.30%	15,000.00
01-51-503030-0015	ACCT-RM Audit Services	0.00	0.00	0.00	0.00%	30,000.00	30,000.00	0.00	0.00%	30,000.00
01-51-506030-0000	ACCT-RM Insurance - General & Auto Li...	40,387.42	15,532.50	24,854.92	61.54%	323,099.36	255,860.04	67,239.32	20.81%	484,843.00
01-51-506040-0000	ACCT-RM Insurance - Deductible	0.00	0.00	0.00	0.00%	0.00	1,000.00	(1,000.00)	0.00%	0.00
01-51-506040-1000	ACCT-RM Insurance - WC	15,993.35	15,150.00	843.35	5.27%	127,946.80	160,600.00	(32,653.20)	-25.52%	191,997.00
01-51-506080-0000	ACCT-RM Insurance - CEBT	139,794.14	159,443.55	(19,649.41)	-14.06%	1,118,353.12	1,252,642.72	(134,289.60)	-12.01%	1,678,201.00
01-51-509010-0000	ACCT-RM Memberships & Subscriptions	3,017.95	2,774.00	243.95	8.08%	24,143.60	22,893.80	1,249.80	5.18%	36,230.00
01-51-509020-0000	ACCT-RM - Meetings/Training	166.60	514.90	(348.30)	-209.06%	1,332.80	1,239.90	92.90	6.97%	2,000.00
01-51-509080-1000	ACCT RM - Bank Fees	149.94	0.00	149.94	100.00%	1,199.52	634.51	565.01	47.10%	1,800.00
	Total Department: 51 - Finance:	**225,302.74**	**218,937.83**	**6,364.91**	**2.83%**	**1,841,421.92**	**1,929,783.06**	**(88,361.14)**	**-4.80%**	**2,747,214.00**
Department: 52 - IT										
01-52-501020-0500	IT Admin Salaries	27,252.67	27,851.31	(598.64)	-2.20%	218,021.36	220,868.65	(2,847.29)	-1.31%	327,163.00
01-52-501020-1610	IT - Salaries OT	1,085.23	872.70	212.53	19.58%	8,681.84	6,414.92	2,266.92	26.11%	13,028.00
01-52-502010-0010	IT Medicare Tax	410.91	413.13	(2.22)	-0.54%	3,287.28	3,304.90	(17.62)	-0.54%	4,933.00
01-52-502010-0020	IT Social Security Taxes	1,756.96	1,766.46	(9.50)	-0.54%	14,055.68	14,131.06	(75.38)	-0.54%	21,092.00
01-52-502020-2000	IT Retirement	2,725.24	2,520.91	204.33	7.50%	21,801.92	20,041.97	1,759.95	8.07%	32,716.00
01-52-502070-0010	IT Unemployment Taxes	141.69	0.00	141.69	100.00%	1,133.52	498.81	634.71	55.99%	1,701.00
01-52-503020-0006	IT Communications	29,083.33	28,693.70	389.63	1.34%	86,666.64	64,278.43	22,388.21	25.83%	115,000.00
01-52-503030-0009	IT Contracted Services	8,913.10	7,895.73	1,017.37	11.41%	71,304.80	67,249.48	4,055.32	5.69%	107,000.00
01-52-503030-0011	IT Computer/Networks Software Agmt	9,079.70	6,663.82	2,415.88	26.61%	72,637.60	64,614.40	8,023.20	11.05%	109,000.00
01-52-503030-3250	IT Consulting	0.00	10,499.58	(10,499.58)	0.00%	25,500.00	40,050.64	(14,550.64)	-57.06%	34,000.00
01-52-503050-0000	IT Office Equipment Maintenance	333.20	379.16	(45.96)	-13.79%	2,665.60	880.93	1,784.67	66.95%	4,000.00
01-52-504990-0010	IT Computer Supplies	1,980.00	409.64	1,570.36	79.31%	12,100.00	14,083.35	(1,983.35)	-16.39%	22,000.00
01-52-506080-0000	IT - Cyber Insurance	1,332.80	1,114.03	218.77	16.41%	10,662.40	8,861.96	1,800.44	16.89%	16,000.00
01-52-509020-0000	IT Travel - Meetings/Seminars	2,579.50	62.00	2,517.50	97.60%	10,276.42	3,461.26	6,815.16	66.32%	15,400.00
01-52-509020-0001	IT Training/Workshop	0.00	71.96	(71.96)	0.00%	9,000.00	71.96	8,928.04	99.20%	12,000.00
	Total Department: 52 - IT:	**86,674.33**	**89,214.13**	**(2,539.80)**	**-2.93%**	**567,795.06**	**528,812.72**	**38,982.34**	**6.87%**	**835,033.00**
Department: 53 - Planning										
01-53-501020-0500	PL Admin Salaries	18,370.89	18,782.13	(411.24)	-2.24%	146,967.12	146,762.81	204.31	0.14%	220,539.00
01-53-502010-0010	PL Medicare Tax	266.39	272.35	(5.96)	-2.24%	2,131.12	2,147.69	(16.57)	-0.78%	3,198.00
01-53-502010-0020	PL Social Security Taxes	1,138.96	1,164.50	(25.54)	-2.24%	9,111.68	9,183.08	(71.40)	-0.78%	13,673.00
01-53-502020-2000	PL Retirement	1,837.09	1,345.05	492.04	26.78%	14,696.72	10,506.68	4,190.04	28.51%	22,054.00
01-53-502070-0010	PL Unemployment Taxes	91.87	0.00	91.87	100.00%	734.96	326.46	408.50	55.58%	1,103.00
01-53-503030-0009	PL - Contracted Services	0.00	0.00	0.00	0.00%	34,000.00	0.00	34,000.00	100.00%	68,000.00
01-53-503030-3250	PL Consulting	4,166.66	0.00	4,166.66	100.00%	33,333.28	0.00	33,333.28	100.00%	50,000.00
01-53-509020-0000	PL Travel - Meetings/Seminars	240.00	0.00	240.00	100.00%	1,200.00	686.69	513.31	42.78%	2,000.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-53-509020-0001	PL Training/Workshop	432.00	0.00	432.00	100.00%	2,160.00	0.00	2,160.00	100.00%	3,600.00
	Total Department: 53 - Planning:	**26,543.86**	**21,564.03**	**4,979.83**	**18.76%**	**244,334.88**	**169,613.41**	**74,721.47**	**30.58%**	**384,167.00**
Department: 54 - Marketing & Customer Service										
01-54-501020-0500	MCS Admin Salaries	26,398.26	27,659.07	(1,260.81)	-4.78%	211,186.08	214,075.89	(2,889.81)	-1.37%	316,906.00
01-54-501020-1610	MCS Salaries - OT	554.44	338.48	215.96	38.95%	4,435.52	3,409.76	1,025.76	23.13%	6,656.00
01-54-502010-0010	MCS Medicare Tax	422.74	407.85	14.89	3.52%	3,381.92	3,241.50	140.42	4.15%	5,075.00
01-54-502010-0020	MCS Social Security Taxes	1,807.77	1,743.90	63.87	3.53%	14,462.16	13,860.13	602.03	4.16%	21,702.00
01-54-502020-2000	MCS Retirement	2,826.86	2,622.88	203.98	7.22%	22,614.88	20,297.32	2,317.56	10.25%	33,936.00
01-54-502070-0010	MCS Unemployment Taxes	145.77	0.00	145.77	100.00%	1,166.16	541.64	624.52	53.55%	1,750.00
01-54-502100-0000	MCS Holiday Pay	519.79	669.09	(149.30)	-28.72%	4,158.32	7,253.94	(3,095.62)	-74.44%	6,240.00
01-54-503030-3240	MCS Contracted Services	4,161.66	1,365.00	2,796.66	67.20%	39,293.28	27,591.74	11,701.54	29.78%	49,940.00
01-54-503030-3260	MCS Advertising	1,726.66	4,506.39	(2,779.73)	-160.99%	19,813.28	15,577.85	4,235.43	21.38%	32,720.00
01-54-503030-3270	MCS Events Expenses	2,778.33	3,272.00	(493.67)	-17.77%	16,226.64	24,629.24	(8,402.60)	-51.78%	21,340.00
01-54-503990-0003	MCS Printing Expense	200.00	1,132.59	(932.59)	-466.30%	12,750.00	7,216.09	5,533.91	43.40%	31,800.00
01-54-504990-0002	MCS Office Supplies	500.00	328.83	171.17	34.23%	9,500.00	3,150.72	6,349.28	66.83%	22,400.00
01-54-509010-0000	MCS Memberships & Subscriptions	842.24	2,171.32	(1,329.08)	-157.80%	6,737.92	7,832.68	(1,094.76)	-16.25%	10,111.00
01-54-509020-0000	MCS Travel - Meetings/Seminars	750.00	0.00	750.00	100.00%	6,000.00	1,622.62	4,377.38	72.96%	9,000.00
01-54-509020-0001	MCS - Training Workshop	270.00	0.00	270.00	100.00%	1,890.00	871.29	1,018.71	53.90%	2,700.00
	Total Department: 54 - Marketing & Customer Service:	**43,904.52**	**46,217.40**	**(2,312.88)**	**-5.27%**	**373,616.16**	**351,172.41**	**22,443.75**	**6.01%**	**572,276.00**
	Total Expense:	**1,856,408.12**	**1,790,651.48**	**65,756.64**	**3.54%**	**17,706,064.24**	**17,150,125.96**	**555,938.28**	**3.14%**	**27,032,104.00**
	Total Revenues	**2,271,939.24**	**2,366,292.59**	**94,353.35**	**4.15%**	**19,626,870.43**	**20,480,391.69**	**853,521.26**	**4.35%**	**27,546,899.00**
	Total Fund: 01 - General Fund:	**415,531.12**	**575,641.11**	**160,109.99**		**1,920,806.19**	**3,330,265.73**	**1,409,459.54**		**514,795.00**
Fund: 02 - Capital Fund										
Revenue										
Department: 00 - Assets										
02-00-408020-0100	Transfer from General Fund	0.00	0.00	0.00	0.00%	2,000,000.00	2,000,000.00	0.00	0.00%	2,000,000.00
	Total Department: 00 - Assets:	**0.00**	**0.00**	**0.00**	**0.00%**	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00%**	**2,000,000.00**
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%**	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00%**	**2,494,000.00**
Expense										
Department: 60 - Vehicles										
02-60-522000-0000	Capital Outlay - Revenue Vehicles	0.00	0.00	0.00	0.00%	760,000.00	0.00	760,000.00	100.00%	760,000.00
02-60-522000-0001	Capital Outlay - Service Vehicles	0.00	0.00	0.00	0.00%	55,000.00	0.00	55,000.00	100.00%	55,000.00
02-60-522000-0002	Capital Outlay - Refurbished/Rebuilt Rev...	0.00	93,695.36	(93,695.36)	0.00%	0.00	181,633.44	(181,633.44)	0.00%	0.00
	Total Department: 60 - Vehicles:	**0.00**	**93,695.36**	**(93,695.36)**	**0.00%**	**815,000.00**	**181,633.44**	**633,366.56**	**77.71%**	**815,000.00**
Department: 61 - Facilities										
02-61-522000-0003	Capital Outlay - Passenger Stations	10,412.50	0.00	10,412.50	100.00%	83,300.00	0.00	83,300.00	100.00%	125,000.00

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
02-61-522000-0005	Capital Outlay - Maintenance Buildings	0.00	0.00	0.00	0.00%	50,000.00	0.00	50,000.00	100.00%	50,000.00
02-61-522000-0006	Capital Outlay - Other Capital Investment	37,485.00	0.00	37,485.00	100.00%	299,880.00	0.00	299,880.00	100.00%	450,000.00
	Total Department: 61 - Facilities:	**47,897.50**	**0.00**	**47,897.50**	**100.00%**	**433,180.00**	**0.00**	**433,180.00**	**100.00%**	**625,000.00**
Department: 62 - Equipment										
02-62-522000-0009	Capital Outlay - Communication/Inform...	49,875.00	161,971.00	(112,096.00)	-224.75%	199,500.00	215,626.00	(16,126.00)	-8.08%	332,500.00
02-62-522000-0010	Capital Outlay- Other Capital Investment	0.00	2,215.83	(2,215.83)	0.00%	50,000.00	38,044.77	11,955.23	23.91%	50,000.00
	Total Department: 62 - Equipment:	**49,875.00**	**164,186.83**	**(114,311.83)**	**-229.20%**	**249,500.00**	**253,670.77**	**(4,170.77)**	**-1.67%**	**382,500.00**
	Total Expense:	**97,772.50**	**257,882.19**	**(160,109.69)**	**-163.76%**	**1,497,680.00**	**435,304.21**	**1,062,375.79**	**70.93%**	**1,822,500.00**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00%**	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00%**	**2,494,000.00**
	Total Fund: 02 - Capital Fund:	**(97,772.50)**	**(257,882.19)**	**(160,109.69)**		**502,320.00**	**1,564,695.79**	**1,062,375.79**		**671,500.00**
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%	1,500,000.00
	Total Department: 70 - Airport Transfers:	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
	Total Revenue:	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
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%	1,500,000.00
	Total Department: 70 - Airport Transfers:	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
	Total Expense:	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
	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%	330,000.00	330,000.00	0.00	0.00%	330,000.00
	Total Department: 00 - Assets:	**0.00**	**0.00**	**0.00**	**0.00%**	**330,000.00**	**330,000.00**	**0.00**	**0.00%**	**330,000.00**
Department: 81 - Quail Run 1										
04-81-407990-2000	Quail run 106-4 &107-2 rent income	4,859.05	4,964.00	104.95	2.16%	38,872.40	40,129.41	1,257.01	3.23%	58,332.00
	Total Department: 81 - Quail Run 1:	**4,859.05**	**4,964.00**	**104.95**	**2.16%**	**38,872.40**	**40,129.41**	**1,257.01**	**3.23%**	**58,332.00**
Department: 91 - Housing Ops LCV										
04-91-407990-2000	LCV - rent income	5,613.17	5,639.87	26.70	0.48%	44,905.36	37,513.73	(7,391.63)	-16.46%	67,385.00
	Total Department: 91 - Housing Ops LCV:	**5,613.17**	**5,639.87**	**26.70**	**0.48%**	**44,905.36**	**37,513.73**	**(7,391.63)**	**-16.46%**	**67,385.00**
Department: 92 - Housing Ops Gypsum Apt										
04-92-407990-2000	KRC - rent income	2,249.10	1,127.44	(1,121.66)	-49.87%	17,992.80	14,677.44	(3,315.36)	-18.43%	27,000.00
	Total Department: 92 - Housing Ops Gypsum Apt:	**2,249.10**	**1,127.44**	**(1,121.66)**	**-49.87%**	**17,992.80**	**14,677.44**	**(3,315.36)**	**-18.43%**	**27,000.00**

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 93 - Riverdance										
04-93-407990-2000	Riverdance - rent revenue	4,131.68	1,600.00	(2,531.68)	-61.27%	33,053.44	12,800.00	(20,253.44)	-61.27%	49,600.00
	Total Department: 93 - Riverdance:	**4,131.68**	**1,600.00**	**(2,531.68)**	**-61.27%**	**33,053.44**	**12,800.00**	**(20,253.44)**	**-61.27%**	**49,600.00**
Department: 94 - Broadway										
04-94-407990-2000	Broadway - rent income	2,209.11	1,600.00	(609.11)	-27.57%	17,672.88	16,523.21	(1,149.67)	-6.51%	26,520.00
	Total Department: 94 - Broadway:	**2,209.11**	**1,600.00**	**(609.11)**	**-27.57%**	**17,672.88**	**16,523.21**	**(1,149.67)**	**-6.51%**	**26,520.00**
Department: 95 - Miller Road										
04-95-407990-2000	CMC - rent income	5,037.98	5,118.25	80.27	1.59%	40,303.84	40,153.25	(150.59)	-0.37%	60,480.00
	Total Department: 95 - Miller Road:	**5,037.98**	**5,118.25**	**80.27**	**1.59%**	**40,303.84**	**40,153.25**	**(150.59)**	**-0.37%**	**60,480.00**
Department: 96 - Eby Creek										
04-96-407990-2000	Overlook @ Eby creek - rent income	5,597.76	6,099.30	501.54	8.96%	44,782.08	40,612.43	(4,169.65)	-9.31%	67,200.00
	Total Department: 96 - Eby Creek:	**5,597.76**	**6,099.30**	**501.54**	**8.96%**	**44,782.08**	**40,612.43**	**(4,169.65)**	**-9.31%**	**67,200.00**
Department: 97 - Housing Operations The Pike										
04-97-407990-2000	The Pike - rent income	4,351.00	1,211.47	(3,139.53)	-72.16%	32,808.00	5,083.47	(27,724.53)	-84.51%	52,212.00
	Total Department: 97 - Housing Operations The Pike:	**4,351.00**	**1,211.47**	**(3,139.53)**	**-72.16%**	**32,808.00**	**5,083.47**	**(27,724.53)**	**-84.51%**	**52,212.00**
Department: 98 - Parkside										
04-98-407990-2000	Parkside rent income	0.00	4,870.00	4,870.00	0.00%	0.00	23,937.14	23,937.14	0.00%	0.00
	Total Department: 98 - Parkside:	**0.00**	**4,870.00**	**4,870.00**	**0.00%**	**0.00**	**23,937.14**	**23,937.14**	**0.00%**	**0.00**
	Total Revenue:	**34,048.85**	**32,230.33**	**(1,818.52)**	**-5.34%**	**600,390.80**	**561,430.08**	**(38,960.72)**	**-6.49%**	**738,729.00**
Expense										
Department: 80 - Admin of Housing Programs										
04-80-503030-3250	Housing Project _ Consulting Fee	0.00	0.00	0.00	0.00%	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%	7,330.40	5,115.00	2,215.40	30.22%	11,000.00
04-80-505020-0001	WIFI And Utilites	749.70	895.95	(146.25)	-19.51%	5,997.60	9,535.37	(3,537.77)	-58.99%	9,000.00
	Total Department: 80 - Admin of Housing Programs:	**1,666.00**	**895.95**	**770.05**	**46.22%**	**53,328.00**	**14,650.37**	**38,677.63**	**72.53%**	**60,000.00**
Department: 81 - Quail Run 1										
04-81-504990-0011	Materials & Supplies	833.00	2,216.69	(1,383.69)	-166.11%	6,664.00	1,929.47	4,734.53	71.05%	10,000.00
04-81-510125-0000	HOA Dues	719.71	720.00	(0.29)	-0.04%	5,757.68	5,760.00	(2.32)	-0.04%	8,640.00
04-81-512130-0000	Quail run misc. expense	246.56	0.00	246.56	100.00%	1,972.48	0.00	1,972.48	100.00%	2,960.00
	Total Department: 81 - Quail Run 1:	**1,799.27**	**2,936.69**	**(1,137.42)**	**-63.22%**	**14,394.16**	**7,689.47**	**6,704.69**	**46.58%**	**21,600.00**
Department: 91 - Housing Ops LCV										
04-91-504990-0011	LCV - Materials & Supplies	108.29	0.00	108.29	100.00%	866.32	2,423.19	(1,556.87)	-179.71%	1,300.00
04-91-512130-0000	LCV - Rent Expense	10,553.77	7,642.98	2,910.79	27.58%	84,430.16	60,249.28	24,180.88	28.64%	126,696.00
	Total Department: 91 - Housing Ops LCV:	**10,662.06**	**7,642.98**	**3,019.08**	**28.32%**	**85,296.48**	**62,672.47**	**22,624.01**	**26.52%**	**127,996.00**
Department: 92 - Housing Ops Gypsum Apt										
04-92-504990-0011	KRC - Materials & Supplies	108.33	0.00	108.33	100.00%	866.64	67.93	798.71	92.16%	1,300.00
04-92-512130-0000	KRC - rent expense	4,040.05	4,300.00	(259.95)	-6.43%	32,320.40	34,400.00	(2,079.60)	-6.43%	48,500.00
	Total Department: 92 - Housing Ops Gypsum Apt:	**4,148.38**	**4,300.00**	**(151.62)**	**-3.65%**	**33,187.04**	**34,467.93**	**(1,280.89)**	**-3.86%**	**49,800.00**

		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 93 - Riverdance										
04-93-504990-0011	Riverdance - Materials & Supplies	108.29	0.00	108.29	100.00%	866.32	0.00	866.32	100.00%	1,300.00
04-93-512130-0000	Riverdance - Rent Expense	6,765.62	2,400.00	4,365.62	64.53%	54,124.96	20,080.00	34,044.96	62.90%	81,220.00
	Total Department: 93 - Riverdance:	**6,873.91**	**2,400.00**	**4,473.91**	**65.09%**	**54,991.28**	**20,080.00**	**34,911.28**	**63.49%**	**82,520.00**
Department: 94 - Broadway										
04-94-504990-0011	Broadway - Materials & Supplies	108.29	0.00	108.29	100.00%	866.32	779.32	87.00	10.04%	1,300.00
04-94-512130-0000	Broadway - rent expense	2,998.80	3,000.00	(1.20)	-0.04%	23,990.40	24,000.00	(9.60)	-0.04%	36,000.00
	Total Department: 94 - Broadway:	**3,107.09**	**3,000.00**	**107.09**	**3.45%**	**24,856.72**	**24,779.32**	**77.40**	**0.31%**	**37,300.00**
Department: 95 - Miller Road										
04-95-504990-0011	CMC - Materials & Supplies	108.29	0.00	108.29	100.00%	866.32	375.41	490.91	56.67%	1,300.00
04-95-512130-0000	CMC - rent expense	10,220.24	10,800.00	(579.76)	-5.67%	81,761.92	81,288.00	473.92	0.58%	122,692.00
	Total Department: 95 - Miller Road:	**10,328.53**	**10,800.00**	**(471.47)**	**-4.56%**	**82,628.24**	**81,663.41**	**964.83**	**1.17%**	**123,992.00**
Department: 96 - Eby Creek										
04-96-504990-0011	Overlook @ Eby creek - Materials & Sup...	108.29	0.00	108.29	100.00%	866.32	36.26	830.06	95.81%	1,300.00
04-96-512130-0000	Overlook @ Eby creek - rent expense	9,792.99	13,249.63	(3,456.64)	-35.30%	78,343.92	105,111.61	(26,767.69)	-34.17%	117,563.00
	Total Department: 96 - Eby Creek:	**9,901.28**	**13,249.63**	**(3,348.35)**	**-33.82%**	**79,210.24**	**105,147.87**	**(25,937.63)**	**-32.75%**	**118,863.00**
Department: 97 - Housing Operations The Pike										
04-97-504990-0011	The Pike - Materials & Supplies	108.29	414.26	(305.97)	-282.55%	866.32	424.14	442.18	51.04%	1,300.00
04-97-512130-0000	The Pike rent expense	7,488.94	1,524.68	5,964.26	79.64%	76,147.08	45,863.36	30,283.72	39.77%	114,335.00
	Total Department: 97 - Housing Operations The Pike:	**7,597.23**	**1,938.94**	**5,658.29**	**74.48%**	**77,013.40**	**46,287.50**	**30,725.90**	**39.90%**	**115,635.00**
Department: 98 - Parkside										
04-98-512130-0000	Parkside rent expense	0.00	7,000.00	(7,000.00)	0.00%	0.00	41,035.11	(41,035.11)	0.00%	0.00
	Total Department: 98 - Parkside:	**0.00**	**7,000.00**	**(7,000.00)**	**0.00%**	**0.00**	**41,035.11**	**(41,035.11)**	**0.00%**	**0.00**
	Total Expense:	**56,083.75**	**54,164.19**	**1,919.56**	**3.42%**	**504,905.56**	**438,473.45**	**66,432.11**	**13.16%**	**737,706.00**
	Total Revenues	**34,048.85**	**32,230.33**	**(1,818.52)**	**-5.34%**	**600,390.80**	**561,430.08**	**(38,960.72)**	**-6.49%**	**738,729.00**
	Total Fund: 04 - Housing Fund:	**(22,034.90)**	**(21,933.86)**	**101.04**		**95,485.24**	**122,956.63**	**27,471.39**		**1,023.00**
	Report Total:	**295,723.72**	**295,825.06**	**101.34**		**2,518,611.43**	**5,017,918.15**	**2,499,306.72**		**1,187,318.00**

Group Summary

Departmen…	August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 01 - General Fund									
Revenue									
10 - Admin of Vehicle Operations	2,271,939.24	2,366,292.59	94,353.35	4.15%	19,626,870.43	20,480,391.69	853,521.26	4.35%	27,546,899.00
Total Revenue:	**2,271,939.24**	**2,366,292.59**	**94,353.35**	**4.15%**	**19,626,870.43**	**20,480,391.69**	**853,521.26**	**4.35%**	**27,546,899.00**
Expense									
00 - Assets	0.00	0.00	0.00	0.00%	2,330,000.00	2,330,000.00	0.00	0.00%	3,830,000.00
10 - Admin of Vehicle Operations	183,960.01	193,934.14	(9,974.13)	-5.42%	1,537,705.69	1,501,448.06	36,257.63	2.36%	2,332,135.00
11 - Vehicle Ops	474,277.35	514,460.02	(40,182.67)	-8.47%	3,978,260.64	3,885,978.28	92,282.36	2.32%	6,100,226.00
12 - Admin of Paratransit	1,071.66	0.00	1,071.66	100.00%	18,023.28	8,636.81	9,386.47	52.08%	26,360.00
13 - Paratransit Operations	12,700.50	17,585.74	(4,885.24)	-38.46%	130,957.71	141,092.26	(10,134.55)	-7.74%	183,849.00
14 - Safety and Training	25,349.52	14,203.02	11,146.50	43.97%	221,296.16	199,116.54	22,179.62	10.02%	334,719.00
21 - Admin of Fleet Mainenance	126,936.58	176,701.06	(49,764.48)	-39.20%	1,018,492.64	1,213,568.85	(195,076.21)	-19.15%	1,526,848.00
22 - Fleet Maintenance	224,630.04	178,780.59	45,849.45	20.41%	1,823,067.31	1,524,396.88	298,670.43	16.38%	2,729,512.00
31 - Facility Maintenance MSC	1,833.00	0.00	1,833.00	100.00%	14,664.00	3,191.42	11,472.58	78.24%	22,000.00
32 - Facility Maintenance Leadville	2,957.15	559.49	2,397.66	81.08%	23,657.20	28,878.55	(5,221.35)	-22.07%	35,500.00
33 - Facility Maintenance Avon	24,990.00	19,787.00	5,203.00	20.82%	199,920.00	206,487.00	(6,567.00)	-3.28%	300,000.00
41 - Facility Maintenance Stops	24,774.75	23,631.43	1,143.32	4.61%	204,476.01	190,318.06	14,157.95	6.92%	306,911.00
50 - General & Administration	370,502.11	275,075.60	95,426.51	25.76%	3,178,375.58	2,937,631.65	240,743.93	7.57%	4,765,354.00
51 - Finance	225,302.74	218,937.83	6,364.91	2.83%	1,841,421.92	1,929,783.06	(88,361.14)	-4.80%	2,747,214.00
52 - IT	86,674.33	89,214.13	(2,539.80)	-2.93%	567,795.06	528,812.72	38,982.34	6.87%	835,033.00
53 - Planning	26,543.86	21,564.03	4,979.83	18.76%	244,334.88	169,613.41	74,721.47	30.58%	384,167.00
54 - Marketing & Customer Service	43,904.52	46,217.40	(2,312.88)	-5.27%	373,616.16	351,172.41	22,443.75	6.01%	572,276.00
Total Expense:	**1,856,408.12**	**1,790,651.48**	**65,756.64**	**3.54%**	**17,706,064.24**	**17,150,125.96**	**555,938.28**	**3.14%**	**27,032,104.00**
Total Revenues	**2,271,939.24**	**2,366,292.59**	**94,353.35**	**4.15%**	**19,626,870.43**	**20,480,391.69**	**853,521.26**	**4.35%**	**27,546,899.00**
Total Fund: 01 - General Fund:	**415,531.12**	**575,641.11**	**160,109.99**		**1,920,806.19**	**3,330,265.73**	**1,409,459.54**		**514,795.00**
Fund: 02 - Capital Fund									
Revenue									
00 - Assets	0.00	0.00	0.00	0.00%	2,000,000.00	2,000,000.00	0.00	0.00%	2,000,000.00
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%**	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00%**	**2,494,000.00**
Expense									
60 - Vehicles	0.00	93,695.36	(93,695.36)	0.00%	815,000.00	181,633.44	633,366.56	77.71%	815,000.00
61 - Facilities	47,897.50	0.00	47,897.50	100.00%	433,180.00	0.00	433,180.00	100.00%	625,000.00
62 - Equipment	49,875.00	164,186.83	(114,311.83)	-229.20%	249,500.00	253,670.77	(4,170.77)	-1.67%	382,500.00
Total Expense:	**97,772.50**	**257,882.19**	**(160,109.69)**	**-163.76%**	**1,497,680.00**	**435,304.21**	**1,062,375.79**	**70.93%**	**1,822,500.00**
Total Revenues	**0.00**	**0.00**	**0.00**	**0.00%**	**2,000,000.00**	**2,000,000.00**	**0.00**	**0.00%**	**2,494,000.00**
Total Fund: 02 - Capital Fund:	**(97,772.50)**	**(257,882.19)**	**(160,109.69)**		**502,320.00**	**1,564,695.79**	**1,062,375.79**		**671,500.00**

Departmen…		August Budget	August Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 03 - Air Fund										
Revenue										
70 - Airport Transfers		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,500,000.00
	Total Revenue:	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
Expense										
70 - Airport Transfers		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,500,000.00
	Total Expense:	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
	Total Revenues	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**	**0.00**	**0.00%**	**1,500,000.00**
	Total Fund: 03 - Air Fund:	**0.00**	**0.00**	**0.00**		**0.00**	**0.00**	**0.00**		**0.00**
Fund: 04 - Housing Fund										
Revenue										
00 - Assets		0.00	0.00	0.00	0.00%	330,000.00	330,000.00	0.00	0.00%	330,000.00
81 - Quail Run 1		4,859.05	4,964.00	104.95	2.16%	38,872.40	40,129.41	1,257.01	3.23%	58,332.00
91 - Housing Ops LCV		5,613.17	5,639.87	26.70	0.48%	44,905.36	37,513.73	(7,391.63)	-16.46%	67,385.00
92 - Housing Ops Gypsum Apt		2,249.10	1,127.44	(1,121.66)	-49.87%	17,992.80	14,677.44	(3,315.36)	-18.43%	27,000.00
93 - Riverdance		4,131.68	1,600.00	(2,531.68)	-61.27%	33,053.44	12,800.00	(20,253.44)	-61.27%	49,600.00
94 - Broadway		2,209.11	1,600.00	(609.11)	-27.57%	17,672.88	16,523.21	(1,149.67)	-6.51%	26,520.00
95 - Miller Road		5,037.98	5,118.25	80.27	1.59%	40,303.84	40,153.25	(150.59)	-0.37%	60,480.00
96 - Eby Creek		5,597.76	6,099.30	501.54	8.96%	44,782.08	40,612.43	(4,169.65)	-9.31%	67,200.00
97 - Housing Operations The Pike		4,351.00	1,211.47	(3,139.53)	-72.16%	32,808.00	5,083.47	(27,724.53)	-84.51%	52,212.00
98 - Parkside		0.00	4,870.00	4,870.00	0.00%	0.00	23,937.14	23,937.14	0.00%	0.00
	Total Revenue:	**34,048.85**	**32,230.33**	**(1,818.52)**	**-5.34%**	**600,390.80**	**561,430.08**	**(38,960.72)**	**-6.49%**	**738,729.00**
Expense										
80 - Admin of Housing Programs		1,666.00	895.95	770.05	46.22%	53,328.00	14,650.37	38,677.63	72.53%	60,000.00
81 - Quail Run 1		1,799.27	2,936.69	(1,137.42)	-63.22%	14,394.16	7,689.47	6,704.69	46.58%	21,600.00
91 - Housing Ops LCV		10,662.06	7,642.98	3,019.08	28.32%	85,296.48	62,672.47	22,624.01	26.52%	127,996.00
92 - Housing Ops Gypsum Apt		4,148.38	4,300.00	(151.62)	-3.65%	33,187.04	34,467.93	(1,280.89)	-3.86%	49,800.00
93 - Riverdance		6,873.91	2,400.00	4,473.91	65.09%	54,991.28	20,080.00	34,911.28	63.49%	82,520.00
94 - Broadway		3,107.09	3,000.00	107.09	3.45%	24,856.72	24,779.32	77.40	0.31%	37,300.00
95 - Miller Road		10,328.53	10,800.00	(471.47)	-4.56%	82,628.24	81,663.41	964.83	1.17%	123,992.00
96 - Eby Creek		9,901.28	13,249.63	(3,348.35)	-33.82%	79,210.24	105,147.87	(25,937.63)	-32.75%	118,863.00
97 - Housing Operations The Pike		7,597.23	1,938.94	5,658.29	74.48%	77,013.40	46,287.50	30,725.90	39.90%	115,635.00
98 - Parkside		0.00	7,000.00	(7,000.00)	0.00%	0.00	41,035.11	(41,035.11)	0.00%	0.00
	Total Expense:	**56,083.75**	**54,164.19**	**1,919.56**	**3.42%**	**504,905.56**	**438,473.45**	**66,432.11**	**13.16%**	**737,706.00**
	Total Revenues	**34,048.85**	**32,230.33**	**(1,818.52)**	**-5.34%**	**600,390.80**	**561,430.08**	**(38,960.72)**	**-6.49%**	**738,729.00**
	Total Fund: 04 - Housing Fund:	**(22,034.90)**	**(21,933.86)**	**101.04**		**95,485.24**	**122,956.63**	**27,471.39**		**1,023.00**
	Report Total:	**295,723.72**	**295,825.06**	**101.34**		**2,518,611.43**	**5,017,918.15**	**2,499,306.72**		**1,187,318.00**

Eagle Valley Transportation Authority, CO

My Check Report

By Check Number

Date Range: 08/01/2026 - 08/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 99 - NBH AP-99 - NBH checking Bank AP						
Clean Up	Clean Up Janitorial Services LLC	08/07/2026	Regular	0.00	270.00	2139
CDR	Colorado Department of Revenue	08/07/2026	Regular	0.00	624.00	2140
Employers C	Employers Council	08/07/2026	Regular	0.00	13,464.89	2141
GIRARDI'S	Girardi's Towing Inc.	08/07/2026	Regular	0.00	2,100.00	2142
ACE	Gypsum Ace Hardware LLC	08/07/2026	Regular	0.00	1,079.70	2143
Johnson Mark	Johnson Mark LLC	08/07/2026	Regular	0.00	517.01	2144
Jefferson Capitol	Judgment Creditor - Jefferson Capital Systems, I	08/07/2026	Regular	0.00	549.60	2145
KNS	KNS Broadcasting	08/07/2026	Regular	0.00	1,179.00	2146
LTG	Luminator Technology Group Global LLC	08/07/2026	Regular	0.00	1,007.33	2147
Moe's	Moe's Original Franchise System, LLC	08/07/2026	Regular	0.00	2,037.11	2148
MOUNTAINREC	Mountain Recreation District	08/07/2026	Regular	0.00	150.00	2149
PSE	Personnel Safety Enterprises, Inc	08/07/2026	Regular	0.00	776.55	2150
PIKE	The Pike	08/07/2026	Regular	0.00	2,024.68	2151
TYLER TECH	Tyler Technologies, Inc.	08/07/2026	Regular	0.00	108.75	2152
Clean Up	Clean Up Janitorial Services LLC	08/14/2026	Regular	0.00	695.00	2153
Doctors on Call	Guy J. Kovacevich, M.D, P.C.	08/14/2026	Regular	0.00	120.00	2154
HIGH FIVE	High Five Access Media	08/14/2026	Regular	0.00	670.00	2155
SSI	Signature Signs, Inc.	08/14/2026	Regular	0.00	1,333.00	2156
AVON	Town of Avon	08/14/2026	Regular	0.00	20,816.32	2157
TYLER TECH	Tyler Technologies, Inc.	08/14/2026	Regular	0.00	33,433.00	2158
AT&T	AT&T Mobility, LLC	08/21/2026	Regular	0.00	2,904.95	2159
AT&T 2	AT&T Mobility, LLC	08/21/2026	Regular	0.00	1,172.99	2160
CGCS	Capitol Government Contract Specialists	08/21/2026	Regular	0.00	9,204.30	2161
COLLETT	Collett Enterprises, Inc.	08/21/2026	Regular	0.00	979.33	2162
ECFM	Eagle County Facilities Management	08/21/2026	Regular	0.00	70,815.79	2163
HIGH FIVE	High Five Access Media	08/21/2026	Regular	0.00	1,755.00	2164
All Seasons Rental	JMRJ Tools & Equipment LLC	08/21/2026	Regular	0.00	696.31	2165
Johnson Mark	Johnson Mark LLC	08/21/2026	Regular	0.00	517.01	2166
Jefferson Capitol	Judgment Creditor - Jefferson Capital Systems, I	08/21/2026	Regular	0.00	549.60	2167
PDS	PDS Inc.	08/21/2026	Regular	0.00	15.74	2168
PROCOM	Procom LLC	08/21/2026	Regular	0.00	1,719.25	2169
Shades Of Green	Scott A Green	08/21/2026	Regular	0.00	12,775.00	2170
Thermo King	Thermo King of Dallas LLC	08/21/2026	Regular	0.00	10,244.56	2171
UNIFIRST	UniFirst Corporation	08/21/2026	Regular	0.00	1,260.01	2172
VAIL DAILY	Vail Daily	08/21/2026	Regular	0.00	2,751.34	2173
EC Fleet	Eagle County Fleet Services	08/28/2026	Regular	0.00	326,764.06	2174
ERGC	Eagle Ranch Metropolitan District	08/28/2026	Regular	0.00	320.00	2175
QUAIL RUN	Quail Run	08/28/2026	Regular	0.00	720.00	2176
RIVER DANCE	River Dance	08/28/2026	Regular	0.00	2,400.00	2177
AVON	Town of Avon	08/28/2026	Regular	0.00	53,295.38	2178
CEBT	CEBT Payments	08/10/2026	Bank Draft	0.00	169,507.55	DFT0000176
PINNACOL	Pinnacol Assurance	08/21/2026	Bank Draft	0.00	15,150.00	DFT0000177

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PAYLOCITY	Paylocity	08/20/2026	Bank Draft	0.00	1,637.24	DFT0000178

Bank Code 99 - NBH AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	40	0.00	583,816.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	186,294.79
EFT's	0	0	0.00	0.00
	69	**43**	**0.00**	**770,111.35**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	40	0.00	583,816.56
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	186,294.79
EFT's	0	0	0.00	0.00
	69	**43**	**0.00**	**770,111.35**

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash Fund	8/2026	770,111.35
			770,111.35

To: The Core Transit Board
From: Dave Levy, Planning Manager and Dave Snyder, Director of Transportation

Meeting Date: 10/29/2026
SUBJECT: CDOT/FTA 5339 Grant Agreement for one diesel bus

RECOMMENDED ACTIONS: Approve signature of the CDOT 5339 Grant agreement for the acquisition of one (1) diesel low floor bus.

Background

The 5339 Grant agreement provides capital funding for Core Transit to replace one (1) diesel bus. The agreement will cover $616,000 of the total bus purchase price, with $154,000 coming from the transit capital fund.

FINANCIAL CONSIDERATIONS: As stated above, this grant agreement will cover $616,000 of the total bus purchase price, with Core Transit responsible for the remaining $154,000.

Attachments:

1. CDOT/FTA 5339 Grant agreement

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STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Subrecipient
Eagle Valley Transportation Authority dba Core Transit

Subaward Agreement Amount

Federal Funds-Operating	
Maximum Amount (80%)	$616,000.00
Local Funds-Operating	
Local Match Amount (20%)	$154,000.00
Agreement Total	$770,000.00

Agreement Number / PO Number
27-HTR-ZL-00044 / 491004282

Agreement Performance Beginning Date
The Effective Date

Initial Agreement Expiration Date
September 15, 2028

Fund Expenditure End Date
September 15, 2028

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, 23 USC §149, 49 USC §5307(a)(2) and (3).

Agreement Purpose
In accordance with 49 USC §5339(a), the purpose of this Grant is to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. 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 dba Core Transit
3289 Cooley Mesa Road
PO Box 1070
Gypsum, CO 81637
dave.levy@coretransit.org

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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 Transportation Authority dba Core Transit

By: _____

Rich Carroll, 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: _____

Second Subrecipient Signature, If Needed
Eagle Valley Transportation Authority dba Core Transit

By: _____

Name: _____

Title: _____

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.

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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**.

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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.

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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.

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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

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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.

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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

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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.

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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

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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

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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

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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.

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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

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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.

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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.

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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.

U. 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.

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

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

A. Statutory Approvals. §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 Parties, 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.
Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee 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 Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee 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.
Grantee 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 Grantee harmless; requires the State to agree to binding arbitration; limits Grantee'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 Provisions.
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. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee 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.

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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. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee 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 Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2025-5339(a): One (1) 40' Diesel Bus Replacement		
Federal Awarding Agency		Federal Transit Administration (FTA)	
Year of Funding and Federal Funding Source		FFY 2025 FTA-5339	
CFDA Title	Bus and Bus Facilities Grants Program		
CFDA #	20.526	**FAIN****	To Be Determined
Federal Award Date**		To Be Determined	
CDOT Awarding Official		Chief Engineer	
Address	2829 W. Howard Place Denver, CO 80204	**Phone#**	(303) 757-9170
Subaward/Project Period of Performance and Budget Period Start Date		The Effective Date	
Subaward/Project Period of Performance and Budget Period End Date		September 15, 2028	
Subrecipient	Eagle Valley Transportation Authority dba Core Transit (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***	25-39-08045.EVTA.111	**ALI**	11.12.01
Total Project Budget			**$770,000.00**
Federal FTA-5339 Funds (at 80% or less)			$616,000.00
Local Funds (at 20% or more)			$154,000.00
Total Project Amount Encumbered via this Subaward Agreement			**$770,000.00**

*This is not a research and development grant.
**If the FAIN and/or Federal Award Date are not available at the time of execution of this Subaward Agreement, the information will be maintained in COTRAMS, CDOT's transit awards management system, as well as at https://www.codot.gov/programs/grants, and will be provided there to Core Transit once obtained. If the FAIN and/or Federal Award Date are provided above, the information will also be made available at https://www.codot.gov/programs/grants.
***The WBS numbers may be replaced without changing the amount of the grant at CDOT's discretion.

A. Project Description

Core Transit shall use FTA-5339 capital funds, along with local matching funds, to complete the 2025-5339(a): One (1) 40' Diesel Bus Replacement project as more fully described below. The project will support the goals of the Statewide Transit Plan.

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Core Transit shall use capital funds to purchase the following vehicle(s):

ALI	QTY	Fuel Type	Description	ADA Compliance	FTA Amount
11.12.01	1	Diesel	Buy Replacements - Bus STD 40 FT	ADA Compliant	$616,000

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

VIN	Vehicle ID	COTRAMS Inventory	Year	Make/Manufacturer	Model
15GGD2717E1183078	891	INV-00007978	2014	GIL - Gillig Corporation	LF40 BRT (G27D)

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Procurement Concurrence Request (PCR) in COTRAMS for Project Manager Approval	**11/2/2026**
Submit Purchase Authorization (PA) and solicitation docs in COTRAMS for Project Manager Approval	**12/14/2026**
PO/NTP Issued to Selected Vendor	**1/4/2027**
Take Delivery of (First) Vehicle/Equipment/Project Property	**7/3/2028**
Take Delivery of and Accept All Vehicles/Equipment/Project Property	**7/17/2028**
Submit Reimbursement Request in COTRAMS	**9/15/2028**

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: **September 15, 2028**.

2. Core Transit shall attend a Post-award Kick-off Meeting with CDOT staff. The CDOT Project Manager will schedule the Post-award Kick-off Meeting to be held no later than thirty (30) calendar days after the Effective Date of this Subaward Agreement. The Post-award Kick-off Meeting will include, at a minimum, the following:

   a. Review of this Subaward Agreement, including project milestones and performance standards;
   b. Discussion of anticipated procurement(s), including required federal clauses and certifications; and
   c. Discussion of relevant federal requirements, including, but not limited to, Buy America Act (BAA), Americans with Disabilities Act (ADA), Title VI, and Disadvantaged Business Enterprise.

3. Core Transit shall use the Capital Asset(s) purchased in its transit operations and shall perform regularly recurring maintenance with specific performance measures tied to Core Transit's written maintenance plans, including manufacturer's recommendations and warranty program(s). Core Transit will measure whether this project is successful and improves the efficiency, effectiveness, and safety of transportation.

4. Performance will be monitored throughout the duration of this Subaward Agreement. Core Transit shall report to the CDOT Project Manager whenever one or more of the following occurs:
   a. Budget, scope, or schedule changes;

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b. Scheduled milestones 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.

5. Core Transit shall submit all required reimbursements and project documents, including the assignment of "Colorado Department of Transportation" as the lienholder on the Capital Asset(s), as a condition of project closeout.

C. Project Budget

1. The Total FTA-5339 Project Budget is $770,000.00. CDOT will pay no more than 80% of the eligible, actual project costs, up to the maximum amount of $616,000.00. CDOT will retain any remaining balance of the federal share of FTA-5339 Funds. 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 $616,000.00 (80%) and matching Local Funds of $154,000.00 (20%), will be encumbered for this Subaward Agreement.

2. No refund or reduction of the amount of Core Transit'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. 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. Core Transit'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. Core Transit shall initiate and prosecute to completion all actions necessary to enable 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 of the Capital Asset(s) by 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) for purchase of the Capital Asset(s) 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) *for each procurement to be undertaken in this project*.

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 *for each procurement to be undertaken in this project*. 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 *for each procurement to be undertaken in this project*. The request for PA approval must include a copy of the final solicitation documents (e.g. documented quote, quick bid, response(s) to RFP/IFB). The PA must identify a manufacturer found on the FTA's certified transit vehicle manufacturer (TVM) list. Only those TVM's listed on FTA's TVM list, or that have submitted a goal

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methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid on FTA funded vehicle procurements.

4. Upon delivery, Core Transit shall be responsible for having the Capital Asset(s) inspected and accepted within **fifteen (15) calendar days of delivery**. If defects prevent acceptance of the Capital Asset(s), Core Transit shall contact the vendor to resolve any defects and notify CDOT.

5. Core Transit shall be responsible for reimbursing the selected vendor(s) within **forty-five (45) calendar days after acceptance** of the Capital Asset(s).

E. Allowable Costs

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; Chapter VI of FTA Circular 5010.1 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 Core Transit upon submission of a complete reimbursement packet in COTRAMS for those eligible costs incurred within the period of performance of this Subaward Agreement.

Accepted reimbursement packets will include the following completed documents:

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

Core Transit shall submit the final request for reimbursement within forty-five (45) calendar days of acceptance of the Capital Asset(s) and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CDOT.

G. Federal Interest-Service Life

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

Minimum useful life is the minimum number of years or miles, whichever comes first, that must be accumulated in revenue service before the Capital Asset(s) can be disposed of, in accordance with Chapter IV of FTA Circular 5010.1.

FTA maintains its share of the federal interest of the Capital Asset(s) both before the minimum useful life has been met and for a fair market value greater than $10,000 after the minimum useful life has

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been met, per the provisions of Chapter IV of FTA Circular 5010.1. Federal interest in the Capital Asset(s) is maintained until the Capital Asset(s) is permanently removed from revenue service and/or disposed of.

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

CDOT and Core Transit will work in conjunction with the Department of Revenue to ensure any lien(s) is released according to state rules.

H. Training

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

I. Safety Data

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

J. Restrictions on Lobbying

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

K. Special Conditions

1. Core Transit shall comply with all requirements imposed by CDOT on Core Transit so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.

2. Core Transit shall permit CDOT and their auditors to have access to Core Transit's records and financial statements as necessary, with reasonable advance notice.

3. Core Transit shall comply with the record retention requirements outlined in 2 CFR 200.334 and FTA Circular 5010.1.

4. Except as provided in this Subaward Agreement, Core Transit shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Subaward Agreement.

5. Core Transit 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. Core Transit 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. Core Transit shall document any loss, damage, or theft of FTA- or state-funded property, equipment, or rolling stock in COTRAMS.

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8. Core Transit shall advertise its service as available to the general public and shall not explicitly limit service by trip purpose or client type.

9. Core Transit shall comply with FTA Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).

10. Core Transit shall ensure subrecipients and/or contractors (if any) comply with FTA Drug and Alcohol Regulations.

11. Core Transit shall comply with and accept all applicable terms and conditions contained in the U.S. Department of Transportation FTA Master Agreement dated November 26, 2025 (Master Agreement), or any amendments thereto.

12. Core Transit 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.

13. Core Transit 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." Core Transit shall also facilitate FTA's compliance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity."

14. Core Transit shall provide transportation services to persons with disabilities in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

15. Core Transit 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, Core Transit shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

16. Core Transit 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.

17. Core Transit shall agree to maintain documentation that supports compliance with the ADA and produce said documentation to CDOT upon request.

18. Core Transit shall adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d). Core Transit shall maintain and report annually to the National Transit Database (NTD) all required financial, service, and/or performance data related to the Capital Asset(s).

19. Core Transit 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.

20. Core Transit agrees that any incidental use (e.g. meal or package delivery) of the Capital Asset(s) shall not reduce the quality or availability of its regular public transportation service.

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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 Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount	**Option Agreement Number**
Federal Funds	Insert CMS number or Other Contract Number of this Option
Maximum Amount (%) $0.00	
Local Funds	**Agreement Performance Beginning Date**
Local Match Amount (%) $0.00	The later of the Effective Date or Month, Day, Year
Agreement Total $0.00	**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. 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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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:

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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.

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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.

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(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

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(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

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(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.

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(5) If the Subrecipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Subrecipient will provide immediate written notice to the:
(i) FTA Regional Counsel for the Region in which the Subrecipient is located or implements the underlying Agreement,
(ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
(iii) FTA Chief Counsel.

Applicable to Awards exceeding the simplified acquisition threshold ($100,000-see Note)
Note: Applicable when tangible property or construction will be acquired

Section 15. Preference for United States Products and Services.

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

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

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

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

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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:

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(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

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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.

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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.

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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

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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

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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;

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(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.

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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.**

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✓ 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 Core Transit Board
From: Aryn Schlichting, Director of People & Culture

Meeting Date: 10/29/2026

SUBJECT: Holiday Schedule

RECOMMENDED ACTIONS: Motion to approve Core Transit's schedule of 13 holidays and one floating holiday for 2027 and subsequent years, unless otherwise amended by the Board.

Background

Core Transit currently provides 13 holidays and 1 floating holiday. Staff recommends that the Board approve the existing holiday schedule on an ongoing basis, eliminating the need for annual approval unless requested by board or staff.

Holiday pay and eligibility will continue to be administered in accordance with Core Transit's applicable employment policies and Time Off Manual. This approval does not change eligibility, rates of pay, overtime calculations, or other compensation provisions.

PROPOSED HOLIDAY SCHEDULE

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day / Indigenous Peoples' Day

- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- Floating Holiday: To be taken within the year, subject to manager's approval.

FINANCIAL CONSIDERATIONS:

The 14 paid holidays have been included in the FY27 budget draft.

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

Meeting Date: 10/29/2026

SUBJECT: Birds of Prey In-Kind Sponsorship Request

RECOMMENDED ACTIONS: Approve in-kind sponsorship for the Birds of Prey World Cup event of up to a maximum of $28,000 in donated transit service over seven days.

Background

The annual Birds of Prey World Cup event organized by the Vail Valley Foundation (VVF) is taking place in early December. The event will span a total of seven days between December 3-13, 2026.

Core Transit supported this event last year at a maximum amount of $24,000 for in-kind services. VVF is requesting Core Transit provide similar levels of support for guest circulation this year. Since this year's event spans two weekends, there is an increase in the number of days, however, Core Transit will continue to provide two operators/buses per day, similar to what was provided last year.

The estimated cost for these two vehicles—including fuel, driver, and overhead—is $250 per vehicle/per hour. With seven days of service at eight hours each, that adds up to 112 total service hours, for a total value of $28,000.

The current donation policy limits discretionary staff approval $2,500 of donated transit services. The value of this service exceeds this amount and thus must be brought to the board for discussion and approval at staff discretion. We believe this is worthy of board consideration given the importance of this event to our broader

community and our previous participation. Staff view active involvement in this event as an opportunity to highlight our system, challenge traditional perceptions about the best way to travel to and from the event and support our community's sustainability goals. We will launch our own campaign alongside the VVF to promote taking our system to the races rather than driving.

In addition, this request includes sponsorship opportunities in exchange for our support that provide additional value. These include:

1. Rights to use event marks/logos, w/VVF approval
2. Logo listing on website – Official Partners section
3. Inclusion of Core Transit Routes to Beaver Creek on Birds of Prey website listed under Parking & Transportation on event website
4. Logo in rotation on Videoboard logo loop
5. Six VIP tickets for Dec 4,5,6,11 &12 and three for Dec 3rd (33 Total)
6. Six VIP bags

FINANCIAL CONSIDERATIONS: Transit service would be provided as an in-kind donation for sponsorship opportunities consistent with Core Transit's mission and goals.

ATTACHMENTS: n/a

To: The Core Transit Board
From: Aryn Schlichting, People & Culture Director

Meeting Date: 10/29/2026

SUBJECT: Core Transit Drug & Alcohol Policy Document Revisions

RECOMMENDED ACTIONS: Approve revisions to the Core Transit Drug & Alcohol Policy

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Background

Core Transit participated in a Colorado Department of Transportation (CDOT) Drug & Alcohol Program Compliance Review on August 5, 2026. During this review, recommendations were made to clarify elements of the Core Transit Drug & Alcohol Policy, to include the following:

- Remove references in the policy related to “volunteers” since Core Transit does not use volunteers.
- Remove references in the policy related to pre-employment alcohol testing since Core Transit does not conduct pre-employment alcohol testing.
- Clarify alcohol testing procedure as it relates to time restrictions on testing.
- Clarified policy language to better distinguish its intent and application to safety-sensitive and non-safety-sensitive positions.

Staff recommends that the Board approve the revised Core Transit Drug & Alcohol Policy.

Attachments:

1. Core Transit Revised Drug & Alcohol Policy, dated 10/29/2026

CORE TRANSIT

Take the easy route

DRUG & ALCOHOL POLICY

EFFECTIVE: 10/29/2026

Eagle Valley Transportation Authority is doing business as Core Transit

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Purpose of Policy

Core Transit is dedicated to providing safe, dependable, and economical transportation services to the public, and to providing a healthy, safe and satisfying work environment for our employees. Core Transit employees must be able to work in a drug and alcohol-free work environment. It is the responsibility of all employees to report to work free of alcohol and prohibited substances. Core Transit employees are expected to prevent unsafe practices, including those of fellow employees.

This policy complies with all applicable federal regulations governing workplace drug and alcohol testing programs in the transportation industry, including those set forth by the U.S. Department of Transportation ("DOT") and the Federal Transportation Administration ("FTA"), including 49 CFR Part 655, 49 CFR Part 40, and the Drug Free Workplace Act of 1988, each as amended. Copies of these regulations are available in the Safety & Training Supervisor's office. 49 CFR Parts 40 and 655 can also be found at the Federal Transit Administration (FTA) Drug and Alcohol Program website http://transit-safety.fta.dot.gov/DrugAndAlcohol/.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, and are instead set forth by Core Transit. Such portions are identified with *italicized text*.

Criminal Convictions

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. An employee who is arrested for, charged with, or convicted of a criminal drug offense involving conduct in the workplace must notify their supervisor or the People & Culture Department before beginning their *next shift and no later than twenty-four (24) hours after the arrest*, charge, or conviction. Additionally, an employee who is arrested for, charged with, or convicted of a felony involving the off-site sale or distribution of a controlled substance, misdemeanor driving under the influence, or felony driving under the influence must provide the same notification *before beginning their next shift and no later than twenty-four (24) hours after* the arrest, charge, or conviction. *Any employee who fails to comply with the reporting requirements set forth in this section, shall be subject to discipline up to and including termination.*

Categories of Employees

All employees are required to comply with this Policy, however, pursuant to federal law, employees who perform safety-sensitive duties are subject to heightened drug and alcohol testing requirements. Therefore, certain provisions of this Policy apply only to individuals performing safety-sensitive duties. Such provisions explicitly refer to "safety-sensitive" employees. "Safety-sensitive" employees shall mean employees (including contractors, as applicable) who perform any of the following duties:

- Operate a revenue service vehicle, in or out of revenue service;
- Operate a non-revenue vehicle requiring a commercial driver's license;
- Control movement or dispatch of a revenue service vehicle;
- Maintain (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service; and

See Attachment A for a list of safety-sensitive positions by job title. This is not an all-inclusive list, and employees who are unsure of their employment status should ask their supervisor for clarification. Core Transit will endeavor to identify safety-sensitive positions in job offers and descriptions.

Prohibited Behavior

Illegal Drugs

The use of illegal drugs ("Prohibited Drugs") is prohibited at all times. Prohibited Drugs include but are not limited to marijuana, cocaine, phencyclidine (PCP), opioids, and amphetamines.

Alcohol

All employees *are prohibited from performing or continuing to perform any job duties while having an alcohol concentration of 0.02 or greater.*

All employees are prohibited from consuming alcohol while performing any job duties. All safety-sensitive employees are prohibited from consuming alcohol while on-call to perform safety-sensitive job functions. If an on-call safety-sensitive employee has consumed alcohol, they must disclose such consumption to their supervisor prior to reporting for duty.

If the on-call safety-sensitive employee reports alcohol use but claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

Employees are prohibited from consuming alcohol for a minimum of eight (8) hours before reporting for duty or performing any safety-sensitive functions. ***Eight hours is a minimum requirement and does not establish fitness for duty.*** *Employees must be free from the effects of alcohol before performing their duties, and more than eight hours may be necessary for alcohol and its effects to clear their system.*

Regardless of the time elapsed between an employee's consumption of alcohol and the employee's shift, an employee must not report for duty or perform a safety-sensitive function if alcohol remains in their system or they are experiencing any alcohol-related effects that could affect the safe performance of their duties. The employee must immediately notify their supervisor if they are not fit for duty.

All safety-sensitive employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Legally Prescribed and Non-Prescription Drugs

Legally prescribed or non-prescription drugs or medications are normally not prohibited substances under this policy. A legally prescribed drug or medication is one for which the employee has a prescription or other written authorization from a licensed health care provider permitted by law, consistent with the Uniform Controlled Substances Act, to prescribe or dispense drugs or medications. "Medical Authorization" shall mean an authorization from a prescribing physician who is familiar with the employee's medical history; stating that the substance will not adversely affect the employee's ability to safely operate a motor vehicle; authorizing the employee to use the substance while on duty; and including the employee's name, the name of the substance, the amount to be taken, and the period of authorization.

If an employee is under the influence of or is using any prescription medication, prior to performing any employment-related duties, the employee must present an applicable Medical Authorization to the Drug and Alcohol Program Manager or, in their absence, the employee's direct supervisor. If an employee may be under the influence of or is using any over-the-counter drug or medication which may impair mental functioning, motor skills or judgment, before performing work-related duties the employee must present a Medical Authorization from the prescribing physician to use said drugs while on duty and must present the Medical Authorization to the Drug and Alcohol Program Manager or, in their absence, their employee's direct supervisor.

If an employee fails to follow the above procedure or misuses or abuses any drug or medication, the drug or medication may be considered a Prohibited Drug for purposes of disciplinary action under this policy.

Marijuana

Being under the influence of marijuana is not tolerated under any circumstances. The use of marijuana in any circumstance (including regardless of state recreational and/or medical marijuana laws) is a violation of this policy for safety-sensitive employees and constitutes a violation of DOT regulation 49 CFR Part 40, as amended.

Consequences for Violations

A "verified positive" test shall mean a (1) verified positive test for drug use, (2) confirmed positive test for alcohol (*BAC at or above 0.04*), or (3) test refusal as defined in this policy. Following a verified positive test result, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs). *Under its own authority, Core transit reserves the right to enact discipline on any employee who has an alcohol test result of 0.02 or above as well.*

Circumstances for Testing

As further set forth below, all safety-sensitive employees may be tested for drugs and alcohol in the following circumstances: pre-employment, post-accident, reasonable suspicion, and random. *All employees may be subject to reasonable suspicion testing at anytime while at work or before or after a shift.* Testing shall be conducted in a manner to protect the rights of the employee, assure the integrity of the drug testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct employee. All testing will be conducted consistent with federal requirements at 49 CFR Parts 40, and 655.

Pre-Employment Testing (Safety Sensitive Positions Only)

Pre-employment DOT drug tests are conducted after making a contingent offer of employment or transfer to a safety-sensitive position. All pre-employment tests will be conducted using the procedures set forth in 49 CFR Part 40. A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will

be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a safety-sensitive employee has not performed a safety-sensitive function for ninety (90) or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

In addition to complying with the pre-employment testing requirements set forth herein, a safety-sensitive employee or applicant who has previously failed or refused a drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All employees shall be subject to a drug and/or alcohol test when Core Transit has reasonable suspicion to believe that the employee has used a prohibited drug and/or is intoxicated, impaired by, or under the influence of alcohol while on duty.

A reasonable suspicion referral for testing will be made by a supervisor or other Core Transit official trained in the detection of drug use or alcohol misuse, and will be based on specific, contemporaneous, articulable observations concerning appearance, behavior, speech, or body odors of the employee that are consistent with possible drug use and/or alcohol misuse. Core Transit will endeavor to administer alcohol tests within two (2) hours following a determination of reasonable suspicion. Core Transit shall not administer a reasonable suspicion alcohol test more than eight (8) hours following a reasonable suspicion determination. Covered employees may be subject to reasonable suspicion drug testing or alcohol testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

A supervisor or Core Transit-designated representative will escort an employee undergoing reasonable suspicion testing to the collection site, and the employee will be immediately removed from job duties pending an investigation and testing results. If an employee tests positive for drugs or alcohol, they may not drive and must arrange a ride or be transported by a supervisor.

Post-Accident Testing

Safety-sensitive employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents
As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving safety-sensitive employee operating the public transportation vehicle at the time of the accident. In addition, any other safety-sensitive employee whose performance could have contributed to the accident, as determined by Core Transit using the best information available at the time of the decision, will be tested.

Non-fatal Accidents
As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each safety-sensitive employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

(1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the safety-sensitive employee can be completely discounted as a contributing factor to the accident; or
(2) One or more vehicles incurs disabling damage and must be towed away from the scene unless the safety-sensitive employee can be completely discounted as a contributing factor to the accident.

In addition, any other safety-sensitive employee whose performance could have contributed to the accident, as determined by Core Transit using the best information available at the time of the decision, will be tested.

Following an accident, Core Transit will endeavor to conduct alcohol tests within two (2) hours and drug tests as soon as practicable. Core Transit shall not administer post-accident alcohol testing more than eight (8) hours following the accident and shall not administer post-accident drug testing more than thirty-two (32) hours following the accident.

A safety-sensitive employee subject to post-accident testing must remain readily available for such testing, including notifying the employer of the employee's location if the employee leaves the scene of the accident. Failure to remain readily available may be considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit an employee from leaving the scene of an

accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Safety-sensitive employees are subject to random drug and alcohol testing. Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each safety-sensitive employee will have an equal chance of being tested each time selections are made.

A safety-sensitive employee will only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A safety-sensitive employee may be randomly tested for prohibited drug use anytime while on duty.

Each safety-sensitive employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site. Employees must remain at the testing site until they are able to provide a sufficient specimen and complete the drug testing process.

If an employee is on leave and they are selected for a random test, Core Transit will wait until the employee returns to work to test the employee as long as the testing occurs during the current selection period.

Testing Procedures

Testing shall be conducted in a manner to protect the rights of the employee, assure the integrity of the drug testing process, safeguard the validity of the test results, and ensure that test results are attributed to the correct employee. All drug and

alcohol testing will be conducted in accordance with 49 CFR Parts 40 and 655, as amended.

Approved Testing Facilities

PROCOM | MCC DRUG & ALCOHOL SCREENING

P: 970 945 7772 F: 719 296 0325 After Hours: 970.948.5298
2001 Blake Ave #2d, Glenwood Springs, CO 81601

Doctors on Call

142 Beaver Creek Place
Avon, CO 81620(970) 949-5434

Vail Health Emergency Department

Phone: (970) 479-7225
180 South Frontage Road West | Vail, CO 81657
Open 24 hours a day - 7 days a week

Medical Review and Verification Process

Core Transit will use a designated medical review officer ("MRO") to receive drug test results and evaluate, interpret and verify the results in accordance with 49 CFR Parts 40 and 655.-The MRO will ensure the validity and accuracy of test results.

In the event of an initial laboratory positive test result, the MRO will attempt to directly contact the employee for a discussion of initial positive test results. If the MRO is unable to contact the employee after making all reasonable efforts and documenting them, the MRO shall contact the Designated Employer Representative ("DER") who shall direct the employee to contact the MRO immediately and inform the employee of the consequences of failing to contact the MRO within the next seventy-two (72) hours. It is the employee's responsibility to call the MRO back after the MRO or DER has notified him/her of the need to do so.

Drug Testing and Confirmation

Drugs to be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine (PCP). An initial drug screen will be conducted on each specimen at a laboratory certified by the U.S. Department of Health and Human Services (DHHS).

For specimens that are not negative, a second, confirmation, test will be performed. The second test will be considered a "verified positive" test under this policy if the amounts present in the confirming test are at or above the minimum thresholds established by federal regulations at 49 CFR Part 40 and the MRO determines that the positive results were caused by the use of Prohibited Drugs.

Disputed Results and Split-Specimen Testing Process

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Core Transit guarantees that the split specimen test will be conducted in a timely fashion.

Any employee disputing the results of a required drug test under this policy may, within seventy-two (72) hours of notice of the initial test results, request that an additional test be conducted. The additional test shall be conducted at a different DHHS-certified testing laboratory on a split sample provided at the same time as the original sample. Core Transit will ensure that the cost for the split specimen is covered in order for a timely analysis of the sample, however, Core Transit may seek reimbursement for all costs for such testing from the employee unless the second test invalidates the first test. The methods of collecting, storing and testing the split sample will be consistent with 49 CFR Part 40.

Dilute Urine Specimen

If there is a negative dilute test result, Core Transit will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

When Collection May Be Observed :

Consistent with 49 CFR part 40, as amended, collection under direct observation with no advance notice will occur if:

1. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Core Transit's Designated Employee Representatives that there was not an adequate medical explanation for the result; or

2. The MRO reports to Core Transit's Designated Employee Representatives that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
3. The Lab reported to the MRO that the urine specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the urine specimen as negative-dilute.
4. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with the specimen.
5. The temperature on the original specimen was out of range.
6. The original specimen appeared to have been tampered with.

Alcohol Testing Procedures

Alcohol tests will be performed in accordance with 49 CFR Part 40, as amended, by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second, confirmation, test will be performed. The confirmation test must be conducted no sooner than fifteen (15) minutes after the screening test and can only be administered with an Evidential Breath Testing Device (EBT) by a certified Breath Alcohol Technician. If the confirmation test indicates an alcohol concentration of 0.04 or greater, the confirming test will be considered a "verified positive" test under this policy.

Test Refusals

An employee is considered to have refused compliance with the Core Transit Drug and Alcohol policy if they:

(1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Core Transit.
(2) Fail to remain at the testing site until the testing process is complete. Except that an employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
(3) Fail to provide a specimen for a drug or alcohol test. Except that an employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
(4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of the employee's provision of a specimen.

(5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
(6) Fail or decline to take a second drug test as directed by the collector or Core Transit.
(7) Fail to undergo a medical evaluation as required by the MRO or Core Transit's DER.
(8) Fail to cooperate with any part of the testing process.
(9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a observed urine specimen test.
(10) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
(11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
(12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form .
(13) Fail to remain readily available following an accident.
(14) An MRO's report that an employee has a verified adulterated or substituted test result.

Employees who refuse to take a drug and/or alcohol test, incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs, and may be subject to discipline up to and including termination.

Voluntary Self-Referral

Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing and has not refused a drug or alcohol test may voluntarily refer her or himself to the Safety & Training Supervisor or People & Culture Department, who will refer the individual to a substance abuse counselor for evaluation and treatment. Such employee will not be subject to discipline for self-referral or participation in a treatment program.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees participating in or completing treatment or rehabilitation programs will continue to be required to comply with Core Transit performance standards, policies, rules, and applicable laws and regulations, and will be subject to discipline if these are violated.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

Core Transit offers an Employee Assistance Program (EAP) which is confidential, voluntary, and independent of Core Transit. EAP counselors can provide drug or alcohol treatment and/or rehabilitation programs. Employees can call the EAP office directly and confidentially at Mountain Strong or CEBT insurance to obtain additional information and to make an appointment. Alternatively, Core Transit encourages appropriate treatment or rehabilitation programs with qualified professionals of the employee's choice.

Contact Person

For questions about Core Transit's Drug and Alcohol program, contact the Safety & Training Supervisor, the Operations Manager, or the Director of Transportation.

Improper Use of Policy

Supervisors, managers and employees are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any employee who knowingly disregards the requirements of this policy, or who deliberately misuses or misapplies this policy against any other employee, will be subject to discipline up to and including termination

Attachment A: Safety-sensitive Positions

Bus Operator

Operations Specialist (Road Supervisor, Dispatcher or Lead)

Operations Manager

Operations Supervisor

Safety and Training Supervisor/Manager

Fleet Asset Supervisor

Lead Trainer

Trainer

Demand Response and Paratransit Supervisor

Paratransit Driver

Special Service Driver

Fleet Care Technician

Core Transit

Monthly Admin Board Report

Reporting Month: October 2026

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Name: Sanjok Timilsina
Month: October 2026
FINANCE REPORT

Sales Tax Revenue

Core Transit 0.5% Sales Tax Collections

Month Recognized	2024 Actual	2025 Actual	2026 Forecast	2026 Actual
January	$1,542,254	$1,549,779	$1,536,189	$1,569,599
February	$1,472,488	$1,464,394	$1,451,553	$1,271,497
March	$1,530,856	$1,562,983	$1,549,278	$1,563,909
April	$1,615,388	$1,624,609	$1,610,363	$1,497,367
May	$654,318	$711,784	$705,543	$674,511
June	$606,827	$616,684	$611,276	$629,845
July	$863,012	$871,769	$864,125	$1,001,731
August	$1,104,288	$1,142,479	$1,132,461	$1,173,230
September	$984,213	$1,026,979	$1,017,973	$1,039,305
YTD	**$10,373,643**	**$10,571,461**	**$10,478,761**	**$10,420,995**
October	$873,477	$963,378	$954,930	
November	$736,248	$767,886	$761,153	
December	$691,889	$711,395	$705,157	
TOTAL	**$12,675,258**	**$13,014,120**	**$12,900,000**	**$10,420,995**

Core Transit accrues sales tax collection back by one month.

ECO Transit Sales Tax Collections

Month Recognized	2024 Actual	2025 Actual	2026 Forecast	2026 Actual
January		$1,439,569	$1,379,470	$1,275,801
February		$1,528,303	$1,464,500	$1,524,664
March		$1,610,649	$1,543,408	$1,497,162
April		$759,212	$727,517	$713,640
May		$671,919	$643,868	$694,213
June		$921,475	$883,006	$1,035,064
July		$1,169,899	$1,121,058	$1,190,440
August	$948,653	$1,069,988	$1,025,319	$1,067,502
September	$962,818	$1,034,204	$991,029	Expected by 11/15
YTD	**$1,911,470**	**$10,205,218**	**$9,779,175**	**$9,989,515***
October	$776,024	$826,441	$791,939	
November	$733,277	$758,078	$726,431	
December	$1,508,982	$1,567,912	$1,502,455	
TOTAL	**$4,929,753**	**$13,357,649**	**$12,800,000**	**$9,989,515***

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 presented in the treasurer fee expense line item in department 50.
** The total balance includes the September accrual to maintain consistency with the Core sales tax presentation and comparability with prior-year results and the year-to-date budget.*

August 2026 Financial Summary

Expenditures:

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As of August 2026, General Fund operating expenditures are favorable to the budget by $556k. Favorable results are mainly due to savings in fleet maintenance department ($299k), vehicle operations ($92k), admin department ($241k) and planning department($75k). Savings in the fleet maintenance department are mainly due to shifting from Transdev Inc. to Eagle County for maintenance needs. Repair costs have declined year-to-date due to a more pro-active PM maintenance program which has reduced costly repairs. The Vehicle Operations Department's favorable variance reflects improved staffing efficiency. By year-end, these savings may be absorbed by additional staffing costs associated with bringing routes previously operated by SP+ in-house.

The General Administration Department's favorable variance is primarily due to the timing of budgeted expenditures, including staff bonuses. Additional savings are attributable to bringing the previously contracted SP+ routes in-house and lower-than-budgeted use of legal services. Planning department savings are due to the budgeted Automated Passenger Counters (APC) software replacement being deferred to next fiscal year. The project has been combined with the ongoing Clever Devices replacement project and scheduled for next year in accordance with the project timeline.

Savings are partially offset by unfavorable diesel expenditure ($218k), workers comp insurance ($33k) and health insurance premium ($134k). Workers comp overage is due to additional premium assessed by Pinnacol after an annual audit. Health insurance premium overage is due to a budgeting error. YTD expenditure represented 64% of the operating budget, excluding transfers.

There is $1.06M saving in the Capital fund mainly due to timing of the budgeted expenditure. We are scheduled to receive a diesel bus in December. Staff are preparing the Request for Proposals (RFP) for the Bus Stops and Shelters project. Given the nature of the work, implementation may extend over multiple years. The proposed FY 2027

budget includes capital outlay for a portion of the planned stops and shelters project.
Staff have elected to utilize a portion of the savings towards engine rebuilds to extend the useful life of existing buses. As of August, we have completed engine rebuild of two buses. Three additional rebuilds are planned by year-end, bringing the planned total to five for FY 2026.

Revenue:
Revenue represents approximately 74% of the revenues projected for the entire year's budget. Revenue is favorable to budget by $854k as of August 2026. It is mainly because of higher than anticipated FTA 5311 grant ($400k), interest revenue ($293k) and ECO sales tax revenue ($168k). Favorable results are partially offset by lower than budgeted Core Sales Tax ($79k).

Bottom-line:
Overall, Core Transit ended the month of August with $2.50M favorable revenue over expenditure which includes favorable results in the General Fund by $1.41M, the Capital Fund by $1.06M and the housing fund by $27k.

Key Highlights:

- FY 2027 budget and budget book.
- Payroll taxes project

Impact, Outcome, and Strategic Alignment

Staff devoted much of September and first half of October to reviewing and refining the FY 2027 budget schedules and drafting Core Transit's first budget book. The budget schedules and draft budget book were submitted to the Board by the state's October 15 budget submission deadline.

As part of the Authority's annual internal payroll audit, staff identified an issue related to the FICA tax treatment of employer matching contributions to the Authority's 401(a) retirement plan. The payroll

process was corrected prospectively in December 2025; however, adjustments are needed for overpayments made between December 2024 and December 2025. Following consultation with a tax attorney, staff finalized the process for refunding the excess withholding.

Since the last update, staff have met with Paylocity, the Authority's payroll service provider, to coordinate the necessary tax corrections within the payroll system. Staff continue to work with the Authority's payroll service provider to complete the necessary payroll tax corrections. The project remains on track for completion by year-end.

Strategic Project Updates for Q3

Comprehensive Budget Book: Core Transit's first budget book is completed on schedule and within budget and submitted to the Board for consideration. The project establishes a strong foundation for continued improvement in the Authority's annual budget presentation and financial transparency. These efforts align with **Goal 2: Build Core Transit to last.**

Public Finance Website: The project was completed in July, on time and within budget. The interactive link on the Authority's website provides the public with access to Core Transit's financial performance, including detailed financial information at the fund level. These efforts align with **Goal 3: Be safe, trustworthy and accountable.**

Looking Ahead

- Budget work session.
- Payroll taxes project

NAME: Lance Trujillo

MONTH: October 2026

IT REPORT

Key Highlights:

- Strategic Project Update
- APTA Conference
- IT Department Expectations
- Managed Service Provider (MSP)

Impact, Outcome, and Strategic Alignment:

Project Snapshot

Project	Start Date	Target End Date	Status	Strategic Alignment
Bus Technology (ITS)	Oct 2025	Dec 2026	On schedule – IVN5 installation complete	Goal 4: Improve our transit experience
IT Department Expectations Document	May 2026	Updated to November 2026	Document in final review – Staff review in November	Goal 2: Build Core Transit to Last
Managed Service Provider (MSP)	June 2026	January 2027	On schedule – Reviewing contract with vendor	Goal 2: Build Core Transit to Last

Strategic Project Update – Q1–Q4 2026

Both IT flagship projects met their Q1 and Q2 milestones. Q3 milestones were also achieved, with the AI project completed ahead of schedule and the ITS upgrade continuing toward its Q4 acceptance milestone.

Artificial Intelligence (AI)

Strategic Goal 2: Build Core Transit to Last

Q1 – Consultant Selection and Contract:

Completed.

Q2 – Organizational Assessment and Policy Development:
Completed.

Q3 – Board Adoption of AI Policy:

Completed. Board approval received in July 2026.

Q4 – Implementation and Staff Training: Completed ahead of schedule. Initial staff training finished in August 2026.

The AI policy was approved by the Board in July, and staff training was completed in August. The project is complete ahead of its original Q4 schedule.

Intelligent Transit Systems (ITS) Upgrade
Strategic Goal 4: Improve our transit experience

Q1 – Project Schedule and Contract:

Completed.

Q2 – Bus-Type Engineering:

Completed.

Q3 – Begin Onsite Bus Retrofits:

Completed. Clever Devices began onsite installation and validation in September.

Q4 – Complete IVN Installation Acceptance Testing:

In progress. All buses have been upgraded, completing the fleet-wide installation. IT and Operations continue working with Clever Devices to finalize software configurations and address operator feedback. Final acceptance activities are targeted for completion by November 1 to meet the contractual deadline.

APTA Conference

I attended the American Public Transportation Association (APTA) EXPO in Chicago this October. Held every three years, the event brings together transit agencies and technology vendors to showcase developments across the public transportation industry.

The conference provided an opportunity to meet with Clever Devices to review upcoming hardware and software improvements and discuss the progress of Core Transit's current projects. I also connected with other vendors to explore technologies that may support our future needs. Artificial intelligence was a prominent topic, particularly its growing integration into existing transit software applications.

IT Department Expectations Document

Development of the IT Department Expectations Document is nearly complete. The draft has been completed and is currently under review by People & Culture (P&C) and the Deputy Director. Following this review, IT will introduce the document to department staff and begin incorporating its expectations into daily operations.

The document establishes consistent expectations and operating practices for the IT department, with a focus on providing reliable internal technology support to Core Transit. It will also serve as a foundation for training future IT staff and refining department practices over time.

Managed Services Provider (MSP) Process Improvement

Core Transit has received a proposed service agreement from Istonish, our Managed Services Provider (MSP). Staff will review the agreement to ensure that support processes, employee onboarding and offboarding, special projects, and service expectations are clearly defined and meet the organization's needs.

Receiving the proposed agreement is an important step in preparing for the April 2027 contract renewal. Staff will work with Istonish to address any needed changes, with the goal of determining the next contract direction by the end of 2026.

Looking Ahead:

- MSP Contract Review and Negotiations
- IT Department Expectations – Staff Review and Implementation
- Disruption Management/CAD Mobile Implementation Planning

NAME: Aryn Schlichting

MONTH: October 2026

DIRECTOR OF PEOPLE & CULTURE REPORT

Key Highlights:

- 2027 Health Insurance and launched Open Enrollment.
- Winter hiring on track to meet winter staffing goals.
- Q3 Flagship project update.

Impact, Outcome, and Strategic Alignment:

Workforce Census

This chart displays a monthly snapshot of the entire Core Transit workforce for the previous three months. The figures directly reflect **Goal 1: Put our team first** and strategic staffing to provide reliable service and reduce burnout.

2025/2026 CENSUS	JULY	AUGUST	SEPTEMBER
NEW HIRES	**4**	**8**	**4**
SEPARATIONS	**4**	**4**	**2**
NET CHANGE	**0**	**+ 4**	**+ 2**
FULL-TIME	**100**	**104**	**106**
PART-TIME	**5**	**5**	**5**
SEASONAL	**0**	**0**	**0**
TOTAL	**105**	**109**	**111**

Turnover Rate

This chart tracks the annualized 12-month trailing turnover rate against the transportation industry to understand how we are performing.

12-month TURNOVER (TTM)*	JULY	AUGUST	SEPTEMBER
Core transit	51%	49%	43%
Industry (via Paylocity) **	46%	47%	48%

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** Trailing twelve months (TTM) turnover is calculated by taking the number of terminations in a period divided by the average headcount in the same 12-month period. This includes all voluntary and involuntary separations for full-time employees. For example, turnover from September 1, 2024, to August 31, 2025 is reported as August 2025. Data reflects the most current reports available.*

*** Monthly turnover data and industry benchmarks are sourced through Paylocity, Core Transit's payroll provider. Paylocity aggregates real-time payroll data from more than 18,000 companies, including approximately 2,000 in Transportation and Warehousing. The platform filters for Transit and Passenger Ground Transportation, allowing comparison with similar employers using Paylocity. Paylocity is currently our primary source for up-to-date turnover benchmarking in the transportation sector because the data comes directly from live payroll records and is continuously updated.*

Health Insurance – Open Enrollment

Open Enrollment launched on October 12, with six in-person sessions scheduled for employees to learn about their 2027 health insurance options and enroll in the plan that best meets their needs, with assistance from our Benefits Specialist. Three sessions have been held to date, with strong employee participation. CEBT representatives were also onsite to explain plan changes and answer questions.

Hiring, Training, and Housing

On October 9, we welcomed nine new bus operators into training and onboarding. We remain on track to meet our winter hiring goals, with current trainees progressing well. Following the October class, we will transition to smaller training classes to maintain staffing levels and prepare for anticipated turnover.

Q3 Flagship Project Update

Team-Based Problem-Solving Workshops

We successfully completed this Flagship goal, with all 110 employees (100%) attending in-person problem-solving training. A local facilitator led five, one-hour interactive sessions, reinforcing a consistent approach to problem solving. The training strengthened employee skills, teamwork, and communication through practical learning and team-building.

Supervisor Manual Project

The Supervisor Manual is behind schedule, with completion moving from Q3 to Q4. Over the next two months, we will gather leadership feedback and finalize changes, pushing the rollout well into 2027 so that we can have an appropriate amount of time to train supervisors.

Training & Learning Plan Development

This project is on track, with the goal of approving the plan by end of Q4. We have successfully used Paylocity to track one training class, establishing the foundation for ongoing training documentation and tracking.

Looking Ahead:

- Continue to manage Health Insurance Open Enrollment
- Update 2027 housing leases to reflect new pricing and guidelines.
- Finalize Supervisor Manual and Training Plan based on feedback.

NAME: Dave Levy

MONTH: October 2026

PLANNING MANAGER REPORT

Key Highlights:

The Planning Department is advancing work on three key initiatives:

- 10-Year Plan Implementation Planning Work
- MAIOR Implementation
- GHG Emissions Inventory

Impact, Outcome, and Strategic Alignment:

10 Year Plan Implementation Planning

Planning staff have developed multiple service segment concepts, evaluation matrices, and a comprehensive stops analysis. These foundational elements will be used to create and measure the effectiveness of initial schedule drafts for the restructure of the Highway 6 route. Staff continues to refine alternatives that best meet service goals.

10 Year Plan implementation planning supports **Goal 2: Improve our transit experience** through the supporting tactic of using Key Performance Indicators (KPIs) and customer feedback to drive service improvements.

MAIOR Implementation

Core Transit is preparing to implement MAIOR, a new scheduling and planning application provided through Clever Devices. The software will improve how transit schedules, routes, and service changes are developed and managed. Planning, Operations, and IT staffs held an onsite work session with the MAIOR team in October to configure rule sets in the application. Additional onsite trainings with the MAIOR team are scheduled for January.

MAIOR implementation supports **Goal 2: Build Core Transit to Last** through new technology investments that will improve the transit experience and increase ridership.

GHG Emissions Inventory

Emissions tracking quantifies the environmental impacts and benefits of transit service delivery. These figures can inform agency decision-making and broader sustainability goals and strategies across the county.

Core Transit is creating a framework for measuring emissions from transit operations with support from the Climate Action Collaborative (CAC). This framework will enable Core Transit to benchmark current emissions, set reduction goals, and report progress to community stakeholders in future years.

Core Transit and CAC have developed a scope of work to establish this emissions measurement framework. Initial work is focused on identifying key inputs and longitudinal tracking methods.

The creation of an emissions inventory supports **Goal 3: Be safe, trustworthy, and accountable** through the tactic of highlighting the economic, social, and environmental impacts of our work.

Looking Ahead:

- Work on the FTA-5339 CY 2027 grant application (due 12.11.26).
- Updates to our Title VI policies and documentation.
- Continuing work on 10-Year Plan implementation planning.

NAME: Dayana Herr

MONTH: October 2026

MARKETING, COMMUNICATIONS & CUSTOMER SERVICE MANAGER REPORT

Key Highlights:

- Attended the 2026 APTA TRANSform & EXPO in Chicago.
- Launched the updated Core Tickets app.
- Prepared the Winter 2026–27 Schedule communication campaign.
- Advanced 2026 strategic projects and year-end evaluations.

Impact, Outcome, and Strategic Alignment

The department's manager attended the 2026 APTA TRANSform & EXPO in Chicago, a major transit industry event held every three years that brings together transit agencies, technology providers, and vendors. The primary focus was researching fare collection systems, identifying opportunities to improve our current platform, and exploring trip-planning and rider information tools. The conference provided valuable insights and opportunities to connect directly with vendors, helping guide future improvements to the rider and staff experience. This work supports Strategic **Goal 4: Improve Our Transit Experience.**

Following several months of collaboration with our fare collection provider, Masabi, we successfully launched the updated Core Tickets app on October 19. The app now features Core Transit branding, improved navigation, and a more user-friendly experience for riders purchasing fares for Gypsum and Leadville services. This update represents an important step in improving the accessibility and usability of our digital fare collection tools. This work supports Strategic **Goal 3: Be Safe, Trustworthy, and Accountable**

The department has also been preparing the Winter 2026–27 Schedule communication campaign, including updated timetables, rider information, and promotional materials. Timetables are scheduled for release approximately one month before the November 22 service change, giving riders time to review changes and plan their trips.

Our 2026 strategic projects remain on schedule, with progress and lessons learned helping shape the department's 2027 priorities. Key updates include:

Website Optimization and Live Chat Enhancement & Maintenance:

We implemented website improvements to make schedules easier to find, reduce unnecessary navigation steps, and increase the visibility of accessibility features and trip-planning resources. During Q3, the website recorded approximately 28,000 active users, with an average engagement time of 1 minute and 8 seconds.

The team also continued evaluating and improving our live chat platform, which remains a valuable tool for providing riders with immediate assistance. During Q3, our digital Customer Service channels handled 632 interactions, including 552 emails and 80 live chats, with 17% of interactions conducted in Spanish.

We have decided not to expand live chat capabilities at this time, focusing instead on addressing existing challenges and optimizing current features. A final assessment will document findings, lessons learned, and recommendations to guide future improvements.

Transit Education & Community Event Participation

The Rider Education Campaign was successfully implemented across our fleet, transforming interior advertising space into helpful rider information. This initiative received CASTA's 2026 Marketing Program of the Year Award. Additionally, the department participated in 20 community events throughout the summer, with a few more scheduled before year-end. We will evaluate engagement results to prioritize the most effective outreach opportunities in 2027.

Strategic Advertising, Social Media, and Email Marketing Campaigns

Throughout the year, we have used performance metrics and campaign results to better understand which communication channels are most effective. These insights have helped us refine our advertising approach and shift more resources toward digital tools. During the final quarter, we will review annual performance and benchmarking data to inform our 2027 marketing strategy.

In the news/Blog Post

- A New Look Is Pulling in to Core Tickets!
- Turning Rider Feedback into Award-Winning Transit
- When The Bus Comes To You
- Core Transit takes home two statewide awards
- El Pueblo de Eagle celebra la gran reapertura de Capitol Street tras meses de construcción
- Opinion | Reyes: When the bus comes to you

Looking Ahead:

- Participate in the MIRA Health & Wellness Fair.
- Launch the Winter 2026–27 Schedule on November 22.
- Finalize reporting and evaluations for the department's 2026 strategic projects.

NAME: Scott Robinson

MONTH: October 2026

Deputy Director REPORT

Key Highlights:

- Treasurer Update
- FY27 Budget Development
- Connecting With Employees & Performance Insights
- Strategic Budget Project Updates

Impact, Outcome, Strategic Alignment:

Staff made the final investment for 2031 maturity for a US Treasury in the amount of $140,000 at a rate of 4.125%.

I have been working closely with Sanjok and our budget directors to create our budget book and prepare for the budget work session with the board.

To celebrate the end of the busy summer season, which included taking over SP+ work, we hosted two employee parties that I was able to attend. One at BOL in Vail and a second at the down-valley attic.

I was also able to meet with my staff for the final performance insights check-in of 2026 on their annual goals and professional development. This ensures regular conversations with staff on progress and sets the stage for the formal annual review in Q1 of 2027.

Refine Risk Management Procedures Strategic Project:

Q3 Goals

- I have finalized a new SOP which incorporates the finance department into the insurance claim process along with bringing worker's comp into the SOP and tracking sheet. The updated tracking sheet has been created and is being populated with 2026 claims activity. Work has already started on Q4 tasks which utilize the data from the tracking sheet to guide insurance renewals for 2027. This project is on-budget and on-schedule.

Complete New Emergency Action Plan (EAP) & Implement Training:

Q3&4 Goals

- A training was hosted in September with the operations team and most business admin staff who will play a role in an emergency response.
- That training was followed up with a tabletop exercise on Oct 22nd where staff put the plan into action with a mock emergency exercise. Two staff members from Eagle County Emergency Management joined the exercise as third-party evaluators.
- With the help of the evaluators, we documented our lessons learned and will update the EAP accordingly.
- This project is almost complete, the remaining task is updating the EAP.

Looking Ahead:

- Budget work session and preparing for budget adoption at November board meeting
- Completing 2026 Strategic Projects
- Supporting Tanya with Real Estate Acquisition Management Plan

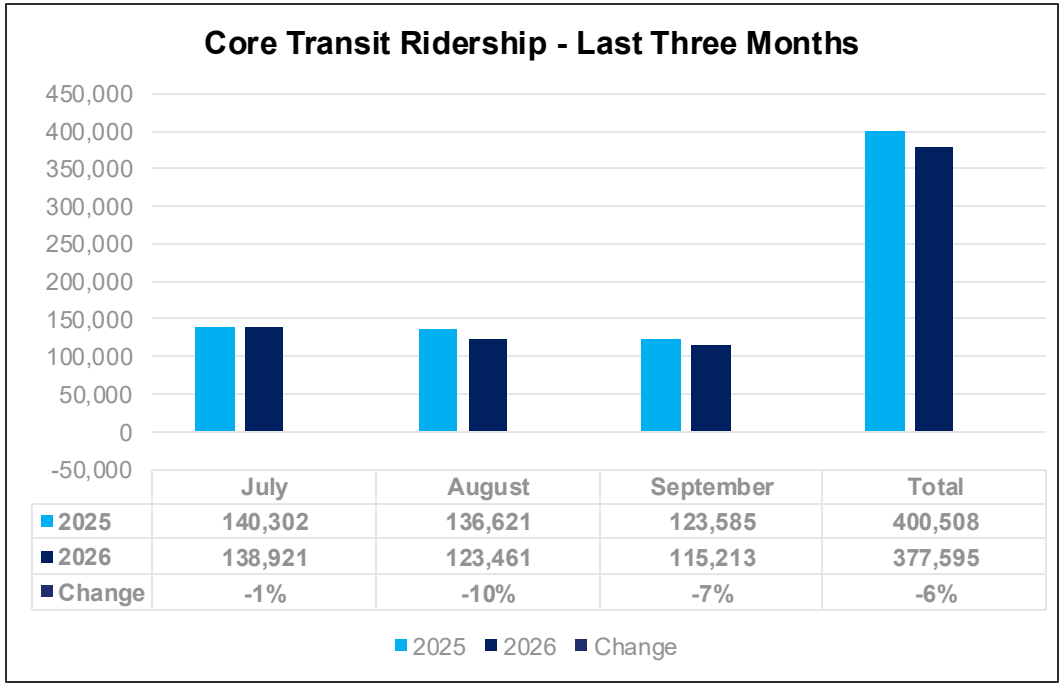
Core Transit Operations Update

October 29, 2026

CORE TRANSIT

Core Transit Ridership Update

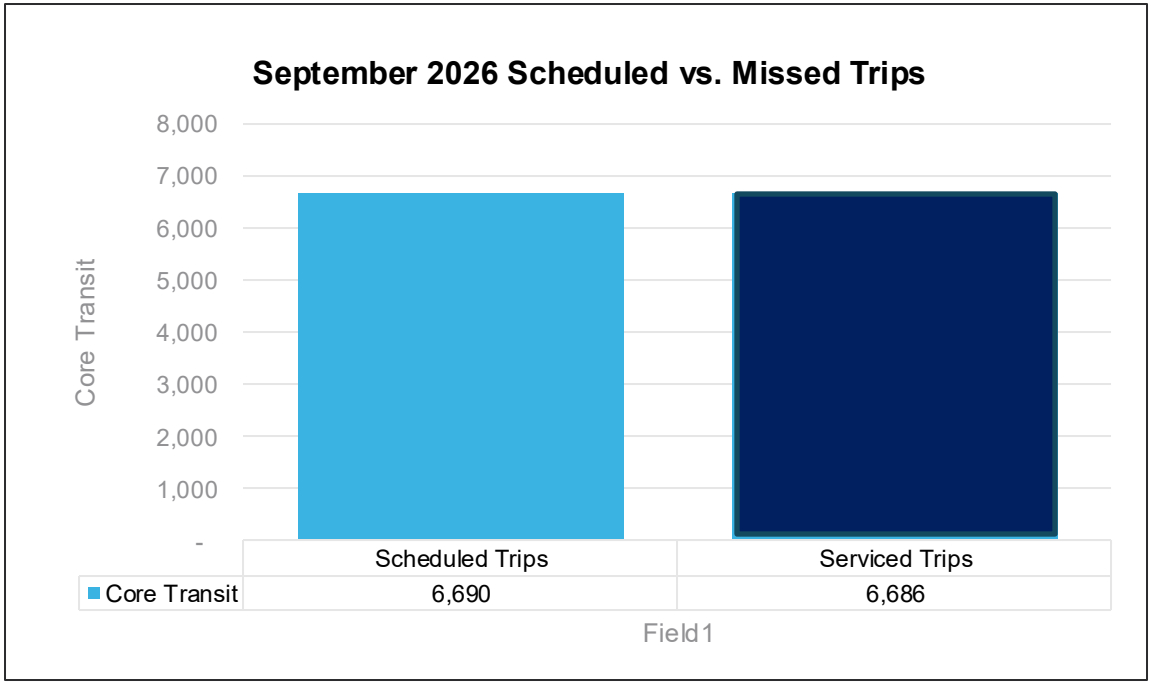
System Ridership	
September 2025	123,585
September 2026	115,213
YOY Change	-7%



	July	August	September	Total
2025	140,302	136,621	123,585	400,508
2026	138,921	123,461	115,213	377,595
Change	-1%	-10%	-7%	-6%

September 2026 Route Performance

- Core Transit: 99.94% completion rate
- 4 of 6,690 scheduled trips were missed; 2 of 4 were due to construction delays on I-70
- No shadow buses were used in September 2026



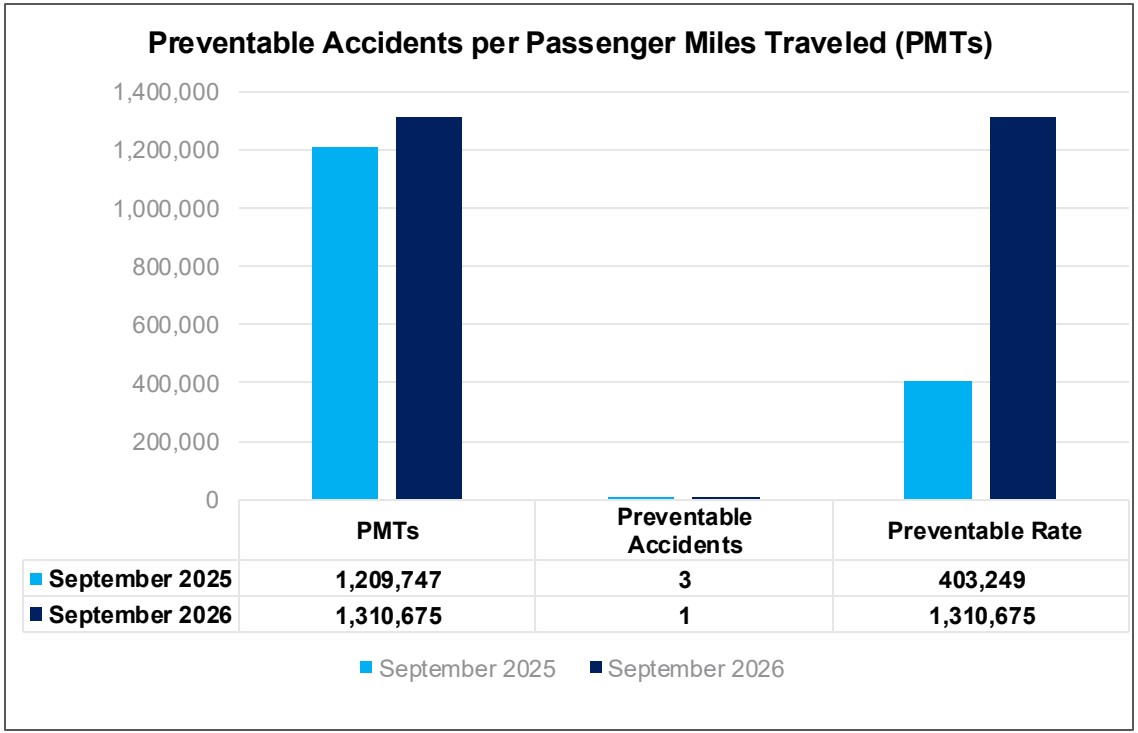
Core Transit Update – Safety

Preventable Accidents

- September 2025: 3 preventable accidents and 0 non-preventable accidents
- September 2026: 1 preventable accident and 0 non-preventable accidents

Preventable Accidents Per Passenger Miles

- September 2025: 1 / 403,249 miles
- September 2026: 1 / 1,310,675 miles



Core Transit Update – Operators

Directly Operated Service / Summer Schedule Requirements	
Minimum required number of Drivers	62 (includes extra board)

Current Number of Drivers	Status
Full-time Operators	**60**
Part-time Operators	**2-FTE**
Seasonal Operators	**-**
Operators available/Operators needed	**62/62 (100% staffed)**
Operators in training	**9 (2 additional trainees start on 11/16)**

Core Transit Update – Maintenance

Category	September Fleet Status
Fleet Status	80% in service
PM Compliance	82% of fleet
Breakdowns Impacting Service	2 mechanical problems

CORE
TRANSIT

NAME: Tanya Allen

MONTH: October 2026

Executive Director REPORT

Key Highlights:

- Forever Home project work
- 2027 Budget Prep
- CDOT site visit
- Continued assistance with long-term planning projects

Impact, Outcome and Strategic Alignment:

We continue to work with Capitol GCS consultants on the Forever Home planning project. We are continuing to refine our list of potential properties with the goal of creating a short list that is ready to enter NEPA process. We have held preliminary meetings with CDOT staff who are coordinating follow on work with FTA. This work supports **Strategic Goal 2: Build Core Transit to Last.**

We continue to refine the 2027 budget including departmental goals and Flagship Projects in preparation for October's budget work session.

We hosted a team from CDOT on 10/14 for a site visit, the final step in the triennial review process. The team toured the facilities and spot-checked a number of items to ensure ongoing grant compliance. We passed the review with no significant findings. The final outstanding piece is a Title VI policy update that we will submit for Board review in November.

I continue to provide additional support and direction on long-term planning projects and grant management, particularly the Stops and Shelters Project, Ten-Year Plan Phase 1 implementation, and First-Last Mile project work. This work supports **Strategic Goal 4: Improve our transit experience.**

Looking Ahead:

- Continuing Forever Home project work
- Stops and Shelters Project planning and implementation

2026 Strategic Plan Flagship Project Tracker

General Administration	Q1	Q2	Q3	Q4
1. Refine Risk Management Procedures				
2. Complete New Emergency Action Plan and Implement Training				
3. Develop/Implement Annual Records Review Process				
4. Create a Board Handbook				
5. Structured agreements with Gypsum and Leadville to support service enhancement				
6. Develop an FTA Compliant Real Estate Acquisition Plan				
Operations	**Q1**	**Q2**	**Q3**	**Q4**
7. Hire and Retain Top Talent				
8. Maintain and Manage Core Transit Owned and Leased Housing Units				
9. Lower Our Preventable Accident Rate				
10. CDL and Drug/Alcohol Program Management				
11. Improve Overall Efficiency and Performance				
12. Upgrade Fleet and Fleet Maintenance Program				
13. Maintain and Manage Stops, Shelters, and Facilities				
14. New Shelter Installations and Upgrades				
Finance	**Q1**	**Q2**	**Q3**	**Q4**
15. Creation of a Comprehensive Budget Book				
16. Implementation of Finance Insights Webpage				

Accomplished (Violet)

Fully completed or showing outstanding progress and results.

Advancing (Blue)

Actively in progress with meaningful achievements and steady movement forward.

Behind Schedule (Orange)

Progress has slowed or is currently behind the planned timeline or is delayed.

Paused or Not Yet Started (Yellow)

Work is either not yet underway or intentionally paused.

People and Culture	Q1	Q2	Q3	Q4
17. Create Structured Opportunities for Learning and Growth				
18. Introduce Team-Based Problem Solving Workshops				
19. Create a Supervisor Manual				
Information Technology	**Q1**	**Q2**	**Q3**	**Q4**
20. Create Artificial Intelligence (AI) Policy and Expectations				
21. Intelligent Transit Systems Upgrade				
Marketing, Communications, and Customer Service	**Q1**	**Q2**	**Q3**	**Q4**
22. Strategic Advertising, Social Media, and Email Marketing Campaigns				
23. Website Optimization and Live Chat Enhancement and Maintenance				
24. Transit Education & Community Event Participation				
Planning	**Q1**	**Q2**	**Q3**	**Q4**
25. 10 Year Plan Phase 1 Service Implementation				
26. Create a Baseline Emissions Inventory				
27. Establish First-Last Mile/Partner Project Working Group				