



NOTICE IS HEREBY GIVEN that a Regular meeting of the Board of Directors of the Eagle Valley Transportation Authority d/b/a Core Transit, Eagle County, Colorado, has been scheduled to take place in the Avon Council Chambers, 100 Mikaela Way, Avon, CO on Wednesday, May 13, 2026, beginning at 12:00 pm. The agenda for the meeting follows.

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

BUSINESS MEETING AGENDA

1. Call to Order – 12:00pm
 - 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 – 12:05pm
Comments from the public are welcomed during public comment for any topics with the Authority’s purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at Board@coretransit.org.

CONSENT AGENDA

6. Consent Agenda – 12:10pm
- a. April 3, 2026, Special Meeting Minutes
 - b. April 8, 2026, Regular Meeting Minutes
 - c. Financial Statements
 - d. Payables List
 - e. Shades of Green Contract
 - f. CDOT Grant Agreement - 5311 Expansion Funding
 - g. Rodeo Donation request

PRESENTATION

7. Presentations – 12:15pm
- a. Employee Survey Presentation**
Director of People and Culture Aryn Schlichting will present the results from the recent employee engagement survey.
 - b. Board Retreat Recap**
Executive Director Tanya Allen and facilitator Brian Pool will review key takeaways from the March Board retreat.

BUSINESS

8. Business - 1:00pm
- a. Town of Avon Shuttle Funding Request**
Staff will present additional information regarding a request for Core Transit to fund a summer shuttle service between Avon and Beaver Creek.

b. Finance, IT & Personnel Committee Resolutions

Scott Robinson will present three committee resolutions for approval.

STAFF REPORTS

9. Staff Reports – 1:15 pm

- a. Administrative Division Report
- b. Operations Report
- c. Director’s Comments

10. Additional Board Comments and New Business for Next Meeting

EXECUTIVE SESSION

11. Executive Session – 1:30pm

Executive Session pursuant to C.R.S. 24-6-402(4)(b) for a conference with Core’s general counsel to receive legal advice related to the Eagle Valley Transportation Authority Intergovernmental Agreement.

ADJOURNMENT

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

The next regular meeting of the Core Transit Board will be held Wednesday, June 10, 2026, at 12:00pm, in the Avon Council Chambers.

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*
Brian Rodine | *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 SPECIAL MEETING
April 3, 2026**

A special meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on April 3, 2026, at 5:15 p.m. The meeting was conducted virtually. Notice of the meeting was posted on April 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 April 2, 2026, and the certification of posting are attached hereto.

ATTENDANCE

Directors in Attendance: (Virtual Meeting)

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 Kim Langmaid, Councilor, Town of Vail

Director Earle Bidez, Mayor, Town of Minturn

Attendance:

Tanya Allen, Executive Director, Core Transit

Scott Robinson, Deputy Director, Core Transit

Dave Snyder, Director of Transportation, Core Transit

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

Lance Trujillo, Director of Innovation and IT, Core Transit

Cisco Santaella, Operations Manager, Core Transit

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

Sanjok Timilsina, Director of Finance, Core Transit

Dave Levy, Planning Manager, Core Transit

Ray Shei, Alternate Director, Beaver Creek Metro
District

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

**APPROVAL OF THE
AGENDA**

Director Carroll presented the agenda for approval. Director Eickholt moved to approve the agenda as presented. Director McQueeney seconded the motion, which passed unanimously 5-0.

BOARD COMMENT

There was none.

PUBLIC COMMENT

There was none.

AGENDA ITEMS

5. Business

**5.1 Clever Devices Single Source Resolution &
Contract**

Director Bidez joined the meeting at 5:18 p.m.

Director of Innovation and IT Lance Trujillo shared that the purpose of the special meeting was to execute the new service agreement with Clever Devices and avoid potential administrative delays following the recent announcement that they were to be acquired by Hitachi. He explained that the five-year agreement guarantees consistent pricing and includes upgraded equipment on buses, along with enhancements to ridership and scheduling tools for the Planning Department. He

noted the bundled agreement will result in cost savings and improve the rider experience through more accurate public information and alerts.

Director Eickholt motioned to approve Resolution 2026-02: A resolution approving a single source contract with Clever Devices, with the effective date amended to April 3. Director McQueeney seconded the motion, which passed with a unanimous 6-0 vote.

ADJOURNMENT

Director Carroll adjourned at 5:30 p.m.

**MINUTES OF THE
EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a Core Transit
BOARD OF DIRECTORS MEETING
April 8, 2026**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on April 8, 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 April 1, 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 April 1, 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 Garrett Alexander, Member of the Board
of Trustees of the Town of Red Cliff (virtual)

Director Kim Langmaid, Councilor, Town of Vail

Director Earle Bidez, Mayor, Town of Minturn

Attendance:

Tanya Allen, Executive Director, Core Transit

Scott Robinson, Deputy Director, Core Transit

Dave Snyder, Director of Transportation, 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

Aryn Schlichting, Director of People and Culture,
Core Transit

Will Hensley, Fleet Asset Supervisor, Core Transit

Sanjok Timilsina, Director of Finance, Core Transit

Dave Levy, Planning Manager, Core Transit

Kimber Walker, Planner II, Core Transit

Scott Schreiner, Alternate Director, Town of Eagle

Ray Shei, Alternate Director, Beaver Creek Metro
District

Spence Neubauer, Alternate Director, Town of
Minturn

Eric Heil, Town Manager, Town of Avon

Mike Jackson, Public Works Director, Town of Avon

Jim Shoun, Mobility Manager, Town of Avon

Joanna Kerwin, Edwards, CO

Joanne Rock, Eagle, CO

Perla Gurrola, Gypsum, CO

Luz Rios, Avon, CO

Attendance on Zoom:

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

Ericka Soto, Customer Service Supervisor, Core
Transit

Jordan Winters, Operations Manager, Town of Vail

Larry Tenenholz

Stephanie Samuelson, Vail, CO

Kris Miller

**APPROVAL OF THE
AGENDA**

Director Carroll presented the agenda for approval. Director Bidez moved to approve the agenda as presented. Director Eickholt seconded the motion, which passed unanimously 7-0.

BOARD COMMENT

Director Langmaid thanked staff for their work on the recent retreat and for the opportunities provided to participate in upcoming Core Transit events. Director Carroll noted that he will include a conflict-of-interest statement on the agenda for the next meeting.

PUBLIC COMMENT

Joanne Rock from Eagle suggested eliminating Eagle County Regional Airport boarding fares, proposed route adjustments for events like Bravo! Vail, and raised the possibility of nonprofits collaborating to purchase a shuttle.

Luz Rios from Avon thanked staff for their responsiveness and the community boards at shelters. She also requested improved lighting and coverage at Stop #264 and suggested changes to a West Vail stop.

Joanna Kerwin from Edwards noted that the Edwards Metro District is preparing a request for additional Valley Route service times at Freedom Park.

Stephanie Samuelson from Vail shared feedback on company culture and her experience working at Core Transit.

Perla Gurrola from Gypsum noted her work with Mountain Dreamers, highlighted challenges with cold shelters in winter, and requested stops in Eagle Ranch.

CONSENT AGENDA

5.4 Consent Agenda

Director Carroll presented the following items as part of the consent agenda for approval:

5.1. March 11, 2026, regular meeting minutes

5.2. Financial statements

5.3. Payables list

5.4 5311 grant contract

5.5 Bank account change notification

5.6 Bank signer update

Director Woods motioned to approve the consent agenda. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

AGENDA ITEMS

6. Presentations

6.1 Public Feedback on Winter Schedule/Survey Results

Marketing, Communications and Customer Service Manager Dayana Herr presented the winter survey results, noting the survey was open

for about a month and received 212 responses, which is double the participation of previous surveys. She highlighted strong participation from riders aged 25 to 65. She noted that respondents' preferred language was 53% English and 47% Spanish. She also shared that the survey generated several detailed written comments that provided meaningful feedback.

Planning Manager Dave Levy reviewed feedback collected on various service routes and shared notable rider comments regarding the rider experience. These included recurring requests for additional Freedom Park stops, increased Minturn service, and more express service. Key takeaways from the survey were that late-night service remains a pain point for shift workers and that requests for Dotsero service have increased compared to previous surveys.

Director Carroll asked how staff uses this information or integrates it into schedule planning. Planning Manager Levy explained that the results are reviewed and discussed as part of planning conversations. Executive Director Tanya Allen cited the example of several adjustments to the upcoming summer schedule that had been made in response to the previous year's feedback.

Director McQueeney noted that Dotsero is a jurisdiction that voted for and approved the Regional Transportation Authority and emphasized the importance of considering ways to better serve that community.

7. Business

7.1 Town of Avon Summer Shuttle Funding Request

Mr. Heil shared that the Town of Avon has been awarded grant funding to run a fare-free summer

shuttle service between Avon and Beaver Creek. The Town is requesting Core Transit provide the required 20% grant match, totaling \$45,942 for a summer shuttle operating along the same alignment as the Avon Skier Bus. He shared details of the proposed route, which would run through May 23 through September 13, 2026, and highlighted its regional transportation benefits.

Executive Director Allen explained that Core Transit had not participated in development of this grant application or design of this route. She expressed concerns about making new, ongoing operational commitments that were not included in Core Transit's 10-Year strategic and referred to the Board's conversation at the retreat earlier in the month. She recommended the Board defer funding for 2026, assess performance this season, and direct staff to work with the Town of Avon on a revised proposal in future years.

Following some discussion of various aspects of the grant, Director Eickholt expressed a preference for a revised proposal with funding shared between the Town of Avon, Beaver Creek, and Core Transit.

The Board directed staff to work with the Town of Avon refine the proposal and return it for consideration at the May Board meeting.

8. Staff Reports

Deputy Director Scott Robinson reported that the Finance Committee met this week and staff will develop a contingency plan to identify potential areas for deferral in response to the sales tax decline. He noted that the IT Department's Clever devices project is set to begin soon, and that the SharePoint project has concluded and has already had a positive impact on staff. He also shared that rider education signage has been installed on

buses, marking a key accomplishment for Marketing and Communications. He reported that People and Culture reviewed the performance evaluation process during recent safety meetings and that staff secured additional employee housing units.

Director of Transportation Dave Snyder updated the Board on current ridership, staffing, and maintenance trends and noted that moving into the summer season will result in a decrease in the number of buses used daily, allowing for more comprehensive bus maintenance services.

Executive Director Allen announced Core Transit's nominations for the Vail Valley Partnership annual Success Awards in the categories of Community Impact-Organization and Innovation in the Public Sector. She also summarized the resources being developed following the Board retreat.

**ADDITIONAL BOARD
COMMENTS and NEW
BUSINESS**

Director Carroll acknowledged that this was Director Bidez's last meeting and shared that he enjoyed serving with him. Director McQueeney requested that the results of the employee survey be shared at a future Board meeting.

ADJOURNMENT

Director Eickholt motioned to adjourn. Director Bidez seconded the motion, which passed with a unanimous 7-0 vote. The meeting adjourned at 7:39 p.m.

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

Maturity Date Account Activity Item Description	CASH		INVESTMENTS						TOTAL ALL ACCOUNTS
	1st Bank		CSIP			Multi-Bank		Colostrust	
	Checking	Savings	4.0000% 9/4/2026 Savings-Term	4.0900% 8/17/2026 Savings-Term	3.7500% LGIP	Varies Varies Treasuries	Varies Varies CDs	3.7700% Plus+	
BEGINNING BANK BALANCE	\$ 61,004	\$ 501,339	\$ 2,000,000	\$ 2,000,000	\$ 3,140,426	\$ 7,405,750	\$ 9,789,722	\$ 6,298,772	\$ 31,197,012
YTD credits - Total deposits, wires and transfers	5,543,321	293	-	-	22,331	2,550,055	492,000	7,254,484	15,862,483
YTD debits - Total vouchers, wires and transfers	(5,421,874)	(471,339)	-	-	(2,886,100)	(308,304)	(49,717)	(4,776,000)	(13,913,334)
YTD bank balance	182,450	30,293	2,000,000	2,000,000	276,657	9,647,501	10,232,005	8,777,256	33,146,162
Plus deposits/transfers in transit	-	-	-	-	-	-	-	-	-
Less outstanding checks/transfers	(127,467)	-	-	-	-	-	-	-	(127,467)
Cash Balance as of March 31, 2026	54,983	30,293	2,000,000	2,000,000	276,657	9,647,501	10,232,005	8,777,256	33,018,694
Current period activity									
Add - deposits, wires and transfers	1,843,735	7	-	-	851	46,373	-	3,112,197	5,003,163
Subtract - vouchers, wires and transfers	(1,764,531)	-	-	-	-	-	-	(1,790,000)	(3,554,531)
Total current period adjustments	79,203	7	-	-	851	46,373	-	1,322,197	1,448,631
Restricted to Housing	-	-	2,000,000	-	-	-	-	-	2,000,000
Restricted to Capital	-	-	-	2,000,000	-	-	10,232,005	7,777,800	20,009,805
General Fund	134,186	30,301	-	-	277,508	9,693,873	-	2,321,654	12,457,521
Adjusted balance as of April 30, 2026	\$ 134,186	\$ 30,301	\$ 2,000,000	\$ 2,000,000	\$ 277,508	\$ 9,693,873	\$ 10,232,005	\$ 10,099,454	34,467,326



My Monthly Budget Report Group Summary

For Fiscal: FY26 Period Ending: 03/31/2026

Account Typ...	March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Fund: 01 - General Fund									
Revenue	3,509,532.78	3,357,362.75	(152,170.03)	-4.34%	9,569,329.50	9,235,320.54	(334,008.96)	-3.49%	27,546,899.00
Expense	1,992,035.54	2,062,479.18	(70,443.64)	-3.54%	8,176,272.76	7,900,957.36	275,315.40	3.37%	27,032,104.00
Total Fund: 01 - General Fund:	1,517,497.24	1,294,883.57	(222,613.67)		1,393,056.74	1,334,363.18	(58,693.56)		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	67,897.50	0.00	67,897.50	100.00%	188,692.50	29,181.45	159,511.05	84.53%	1,822,500.00
Total Fund: 02 - Capital Fund:	(67,897.50)	0.00	67,897.50		1,811,307.50	1,970,818.55	159,511.05		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	28,921.10	(5,127.75)	-15.06%	436,146.55	413,940.78	(22,205.77)	-5.09%	738,729.00
Expense	70,142.64	54,269.41	15,873.23	22.63%	200,427.92	162,700.65	37,727.27	18.82%	737,706.00
Total Fund: 04 - Housing Fund:	(36,093.79)	(25,348.31)	10,745.48		235,718.63	251,240.13	15,521.50		1,023.00
Report Total:	1,413,505.95	1,269,535.26	(143,970.69)		3,440,082.87	3,556,421.86	116,338.99		1,187,318.00

Fund Summary

Fund	March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01 - General Fund	1,517,497.24	1,294,883.57	(222,613.67)		1,393,056.74	1,334,363.18	(58,693.56)		514,795.00
02 - Capital Fund	(67,897.50)	0.00	67,897.50		1,811,307.50	1,970,818.55	159,511.05		671,500.00
03 - Air Fund	0.00	0.00	0.00		0.00	0.00	0.00		0.00
04 - Housing Fund	(36,093.79)	(25,348.31)	10,745.48		235,718.63	251,240.13	15,521.50		1,023.00
Report Total:	1,413,505.95	1,269,535.26	(143,970.69)		3,440,082.87	3,556,421.86	116,338.99		1,187,318.00



My Monthly Budget Report Group Summary

For Fiscal: FY26 Period Ending: 03/31/2026

Departmen...	March Budget	March 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	198,389.29	193,873.64	4,515.65	2.28%	588,135.17	543,894.31	44,240.86	7.52%	2,332,135.00
11 - Vehicle Ops	519,686.02	489,273.22	30,412.80	5.85%	1,538,983.28	1,495,938.78	43,044.50	2.80%	6,100,226.00
12 - Admin of Paratransit	1,071.66	0.00	1,071.66	100.00%	7,939.98	(3,262.62)	11,202.60	141.09%	26,360.00
13 - Paratransit Operations	17,181.37	17,243.17	(61.80)	-0.36%	51,114.63	51,026.20	88.43	0.17%	183,849.00
14 - Safety and Training	25,324.52	24,560.05	764.47	3.02%	79,573.56	72,920.29	6,653.27	8.36%	334,719.00
21 - Admin of Fleet Mainenance	126,936.58	159,447.17	(32,510.59)	-25.61%	380,809.74	396,748.18	(15,938.44)	-4.19%	1,526,848.00
22 - Fleet Maintenance	225,110.04	347,792.19	(122,682.15)	-54.50%	686,709.44	593,881.80	92,827.64	13.52%	2,729,512.00
31 - Facility Maintenance MSC	1,833.00	0.00	1,833.00	100.00%	5,499.00	247.49	5,251.51	95.50%	22,000.00
32 - Facility Maintenance Leadville	2,957.15	2,269.03	688.12	23.27%	8,871.45	18,406.06	(9,534.61)	-107.48%	35,500.00
33 - Facility Maintenance Avon	24,990.00	32,047.65	(7,057.65)	-28.24%	74,970.00	99,300.96	(24,330.96)	-32.45%	300,000.00
41 - Facility Maintenance Stops	26,169.61	23,097.36	3,072.25	11.74%	79,588.27	66,535.51	13,052.76	16.40%	306,911.00
50 - General & Administration	443,584.53	398,315.98	45,268.55	10.21%	1,241,545.75	1,155,501.92	86,043.83	6.93%	4,765,354.00
51 - Finance	226,302.74	250,068.07	(23,765.33)	-10.50%	680,908.22	719,941.54	(39,033.32)	-5.73%	2,747,214.00
52 - IT	62,497.65	53,487.04	9,010.61	14.42%	193,490.13	172,860.66	20,629.47	10.66%	835,033.00
53 - Planning	42,871.86	21,643.85	21,228.01	49.52%	94,615.58	62,382.64	32,232.94	34.07%	384,167.00
54 - Marketing & Customer Service	47,129.52	49,360.76	(2,231.24)	-4.73%	133,518.56	124,633.64	8,884.92	6.65%	572,276.00
Total Expense:	1,992,035.54	2,062,479.18	(70,443.64)	-3.54%	8,176,272.76	7,900,957.36	275,315.40	3.37%	27,032,104.00
Total Revenues	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00
Total Fund: 01 - General Fund:	1,992,035.54	2,062,479.18	(70,443.64)	-3.54%	8,176,272.76	7,900,957.36	275,315.40	3.37%	27,032,104.00
Report Total:	1,992,035.54	2,062,479.18	(70,443.64)	-3.54%	8,176,272.76	7,900,957.36	275,315.40	3.37%	27,032,104.00



My Monthly Budget Report

Account Summary

For Fiscal: FY26 Period Ending: 03/31/2026

		March Budget	March 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	3,321.35	2,449.00	(872.35)	-26.26%	18,168.91	8,895.00	(9,273.91)	-51.04%	37,800.00
01-10-401010-1200	Direct Pass Sales Revenue	840.00	2,550.00	1,710.00	203.57%	2,520.00	7,825.00	5,305.00	210.52%	10,080.00
01-10-401010-1400	Mobile Fare Sales	15,276.38	18,050.41	2,774.03	18.16%	32,224.19	52,939.34	20,715.15	64.28%	152,250.00
01-10-407010-1175	On Board Bus Advertising	166.60	262.29	95.69	57.44%	499.80	4,614.64	4,114.84	823.30%	2,000.00
01-10-407040-1000	Interest Revenue	75,000.00	112,126.78	37,126.78	49.50%	225,000.00	306,986.95	81,986.95	36.44%	900,000.00
01-10-407090-0000	Miscellaneous Revenue	916.30	556.00	(360.30)	-39.32%	2,748.90	6,025.00	3,276.10	119.18%	11,000.00
01-10-407990-0000	Rent Income	824.67	2,497.75	1,673.08	202.88%	2,474.01	7,493.25	5,019.24	202.88%	9,900.00
01-10-408020-0100	Core Sales Tax Revenue	1,549,277.73	1,563,909.46	14,631.73	0.94%	4,537,019.89	4,405,006.08	(132,013.81)	-2.91%	12,900,000.00
01-10-408020-0200	Core DMV Sales Tax Revenue	6,126.92	6,383.66	256.74	4.19%	15,922.71	17,809.69	1,886.98	11.85%	78,000.00
01-10-409010-0200	ECO Sales Tax Revenue	1,543,408.19	1,603,572.40	60,164.21	3.90%	4,387,378.87	4,343,873.09	(43,505.78)	-0.99%	12,800,000.00
01-10-413990-1200	SEC 5311 Operating Revenue	298,875.85	0.00	(298,875.85)	-100.00%	298,875.85	0.00	(298,875.85)	-100.00%	459,809.00
01-10-413990-1950	Contributions from other entities	0.00	30,750.00	30,750.00	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	5,750.00	(1,247.20)	-17.82%	20,991.60	17,587.50	(3,404.10)	-16.22%	84,000.00
01-10-414040-0002	Service Agreement Revenue - HHS	8,501.59	8,505.00	3.41	0.04%	25,504.77	25,515.00	10.23	0.04%	102,060.00
Total Department: 10 - Admin of Vehicle Operations:		3,509,532.78	3,357,362.75	(152,170.03)	-4.34%	9,569,329.50	9,235,320.54	(334,008.96)	-3.49%	27,546,899.00
Total Revenue:		3,509,532.78	3,357,362.75	(152,170.03)	-4.34%	9,569,329.50	9,235,320.54	(334,008.96)	-3.49%	27,546,899.00
Expense										
Department: 00 - Assets										
01-00-516000-1000	Transfer to Transit 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	130,927.32	121,480.46	9,446.86	7.22%	384,849.86	335,503.02	49,346.84	12.82%	1,512,207.00
01-10-501020-1610	AVO Admin Salaries - OT	8,910.09	26,429.81	(17,519.72)	-196.63%	26,730.27	57,966.48	(31,236.21)	-116.86%	102,162.00
01-10-502010-0010	AVO Medicare Tax	2,042.26	2,155.44	(113.18)	-5.54%	6,126.78	5,949.18	177.60	2.90%	24,517.00
01-10-502010-0020	AVO Social Security Taxes	8,732.33	9,213.34	(481.01)	-5.51%	26,196.99	25,437.89	759.10	2.90%	104,830.00
01-10-502020-2000	AVO Retirement	13,233.45	10,502.77	2,730.68	20.63%	39,700.35	31,323.68	8,376.67	21.10%	158,865.00
01-10-502070-0010	AVO Unemployment Taxes	704.21	121.51	582.70	82.75%	2,112.63	1,442.45	670.18	31.72%	8,454.00
01-10-502100-0000	AVO Holiday Pay	2,460.00	216.32	2,243.68	91.21%	18,840.00	15,632.45	3,207.55	17.03%	76,440.00
01-10-503030-0011	AVO Software/Network Fees	2,304.07	2,356.55	(52.48)	-2.28%	6,912.21	6,274.72	637.49	9.22%	27,660.00
01-10-503030-0013	AVO Uniforms	1,500.00	2,236.28	(736.28)	-49.09%	5,939.40	12,206.69	(6,267.29)	-105.52%	18,000.00

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		March Budget	March 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%	41,733.30	41,715.27	18.03	0.04%	167,000.00
01-10-503990-0003	AVO Printing Expense	416.66	0.00	416.66	100.00%	1,249.98	0.00	1,249.98	100.00%	5,000.00
01-10-504990-0001	AVO Office Supplies General	1,500.00	0.00	1,500.00	100.00%	2,500.00	152.52	2,347.48	93.90%	8,000.00
01-10-504990-0010	Computer Supplies	2,832.20	0.00	2,832.20	100.00%	8,496.60	0.00	8,496.60	100.00%	34,000.00
01-10-504990-0011	AVO Materials & Supplies	666.40	68.86	597.54	89.67%	1,999.20	614.78	1,384.42	69.25%	8,000.00
01-10-509020-0000	AVO Travel - Meetings/Seminars	0.00	0.00	0.00	0.00%	0.00	99.00	(99.00)	0.00%	16,000.00
01-10-509020-0001	AVO Training/Workshop	1,250.00	800.00	450.00	36.00%	3,750.00	2,675.00	1,075.00	28.67%	15,000.00
01-10-509020-1000	AVO Employee Meeting & Event Expense	916.30	2,375.81	(1,459.51)	-159.28%	2,748.90	2,932.51	(183.61)	-6.68%	11,000.00
01-10-509020-1001	AVO Staff Approved Donations	5,000.00	0.00	5,000.00	100.00%	5,000.00	0.00	5,000.00	100.00%	20,000.00
01-10-509020-1002	AVO Miscellaneous Employee Reimburs...	83.30	0.00	83.30	100.00%	249.90	140.70	109.20	43.70%	1,000.00
01-10-509080-1000	Processing Fees	999.60	963.64	35.96	3.60%	2,998.80	2,780.21	218.59	7.29%	12,000.00
01-10-509990-0004	AVO Bus Rodeo Expenditures	0.00	1,047.76	(1,047.76)	0.00%	0.00	1,047.76	(1,047.76)	0.00%	2,000.00
Total Department: 10 - Admin of Vehicle Operations:		198,389.29	193,873.64	4,515.65	2.28%	588,135.17	543,894.31	44,240.86	7.52%	2,332,135.00
Department: 11 - Vehicle Ops										
01-11-501010-1020	VO Operator Wages OT	51,328.96	67,133.98	(15,805.02)	-30.79%	131,494.45	169,337.24	(37,842.79)	-28.78%	569,022.00
01-11-501020-1010	VO Operator Wages - FT	384,746.38	357,155.89	27,590.49	7.17%	1,118,884.10	1,073,543.70	45,340.40	4.05%	4,377,092.00
01-11-502010-0010	VO Medicare Tax	6,385.81	6,318.93	66.88	1.05%	19,049.12	19,177.04	(127.92)	-0.67%	75,564.00
01-11-502010-0020	VO Social Security Taxes	26,914.14	27,017.79	(103.65)	-0.39%	80,742.42	81,998.49	(1,256.07)	-1.56%	323,099.00
01-11-502020-2000	VO Retirement	38,670.02	29,468.97	9,201.05	23.79%	116,010.06	91,301.11	24,708.95	21.30%	464,226.00
01-11-502070-0010	VO Unemployment Taxes	2,170.46	841.58	1,328.88	61.23%	6,511.38	5,200.21	1,311.17	20.14%	26,056.00
01-11-502070-0040	VO Holiday Pay	9,470.25	1,287.08	8,183.17	86.41%	66,291.75	55,233.99	11,057.76	16.68%	265,167.00
01-11-509020-1001	VO Miscellaneous Expense	0.00	49.00	(49.00)	0.00%	0.00	147.00	(147.00)	0.00%	0.00
Total Department: 11 - Vehicle Ops:		519,686.02	489,273.22	30,412.80	5.85%	1,538,983.28	1,495,938.78	43,044.50	2.80%	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%	499.98	0.00	499.98	100.00%	2,000.00
01-12-503990-0006	APO Contract Services	0.00	0.00	0.00	0.00%	4,725.00	(3,346.30)	8,071.30	170.82%	13,500.00
01-12-504010-2001	APO Paratransit Fuel - Unleaded	505.00	0.00	505.00	100.00%	1,515.00	0.00	1,515.00	100.00%	6,060.00
01-12-504990-0006	APO Paratransit Repair Parts	400.00	0.00	400.00	100.00%	1,200.00	83.68	1,116.32	93.03%	4,800.00
Total Department: 12 - Admin of Paratransit:		1,071.66	0.00	1,071.66	100.00%	7,939.98	(3,262.62)	11,202.60	141.09%	26,360.00
Department: 13 - Paratransit Operations										
01-13-501010-1010	PVO Paratransit Operator Wages	13,686.45	14,159.30	(472.85)	-3.45%	39,416.45	40,434.22	(1,017.77)	-2.58%	137,045.00
01-13-501010-1020	PVO Paratransit Operator Wages - OT	913.66	342.98	570.68	62.46%	2,740.98	600.49	2,140.49	78.09%	10,964.00
01-13-502010-0010	PVO Medicare Tax	189.25	212.83	(23.58)	-12.46%	567.75	627.64	(59.89)	-10.55%	2,272.00
01-13-502010-0020	PVO Social Security Taxes	809.34	909.20	(99.86)	-12.34%	2,428.02	2,683.57	(255.55)	-10.53%	9,716.00
01-13-502020-2000	PVO Retirement	1,214.01	1,431.92	(217.91)	-17.95%	3,642.03	4,268.32	(626.29)	-17.20%	14,574.00
01-13-502070-0010	PVO Unemployment Taxes	65.30	29.98	35.32	54.09%	195.90	163.06	32.84	16.76%	784.00
01-13-502100-0000	PVO Operator Holiday Pay	303.36	156.96	146.40	48.26%	2,123.50	2,248.90	(125.40)	-5.91%	8,494.00
Total Department: 13 - Paratransit Operations:		17,181.37	17,243.17	(61.80)	-0.36%	51,114.63	51,026.20	88.43	0.17%	183,849.00
Department: 14 - Safety and Training										
01-14-501020-0500	ST Admin Salaries	16,129.58	16,503.24	(373.66)	-2.32%	48,388.74	49,538.28	(1,149.54)	-2.38%	193,555.00
01-14-501020-1610	ST Staff OT	576.43	1,151.42	(574.99)	-99.75%	1,729.29	2,555.34	(826.05)	-47.77%	6,920.00

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		March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-14-502010-0010	ST Medicare Tax	242.15	257.57	(15.42)	-6.37%	726.45	755.31	(28.86)	-3.97%	2,907.00
01-14-502010-0020	ST Social Security Taxes	1,035.33	1,102.14	(66.81)	-6.45%	3,105.99	3,229.60	(123.61)	-3.98%	12,429.00
01-14-502020-2000	ST Retirement	1,612.35	1,650.29	(37.94)	-2.35%	4,837.05	4,832.87	4.18	0.09%	19,356.00
01-14-502070-0010	ST Unemployment Taxes	83.46	33.34	50.12	60.05%	250.38	205.16	45.22	18.06%	1,002.00
01-14-503030-0001	ST ID Badge Supplies	25.00	0.00	25.00	100.00%	75.00	0.00	75.00	100.00%	500.00
01-14-503030-0003	ST Medical - Exams and Testing	2,500.00	2,925.75	(425.75)	-17.03%	7,500.00	7,503.25	(3.25)	-0.04%	30,000.00
01-14-503030-0010	ST Contracted Services	0.00	110.00	(110.00)	0.00%	0.00	1,027.00	(1,027.00)	0.00%	12,000.00
01-14-503070-0001	ST Substance Abuse Program Audits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	2,000.00
01-14-503070-0005	ST Camera Maintenance Agreement	1,600.00	0.00	1,600.00	100.00%	8,400.00	0.00	8,400.00	100.00%	22,800.00
01-14-504990-0001	ST Office Supplies - General	333.20	99.00	234.20	70.29%	999.60	1,385.71	(386.11)	-38.63%	4,000.00
01-14-504990-0009	ST Materials & Supplies	166.60	0.00	166.60	100.00%	499.80	0.00	499.80	100.00%	2,000.00
01-14-504990-0010	ST Training Supplies	249.90	0.00	249.90	100.00%	749.70	2,071.00	(1,321.30)	-176.24%	3,000.00
01-14-504990-1000	ST Emergency Preparedness Supplies	416.50	637.80	(221.30)	-53.13%	1,249.50	637.80	611.70	48.96%	5,000.00
01-14-509010-0000	ST Memberships & Subscriptions	83.30	0.00	83.30	100.00%	249.90	0.00	249.90	100.00%	1,000.00
01-14-509020-0000	ST Travel - Meetings/Seminars	145.77	0.00	145.77	100.00%	437.31	0.00	437.31	100.00%	1,750.00
01-14-509020-0001	ST Training/Workshop	83.30	0.00	83.30	100.00%	249.90	0.00	249.90	100.00%	1,000.00
01-14-509020-1000	ST Employee Expenses	41.65	0.00	41.65	100.00%	124.95	422.16	(297.21)	-237.86%	500.00
01-14-509990-0002	ST Miscellaneous Expense	0.00	89.50	(89.50)	0.00%	0.00	(1,243.19)	1,243.19	0.00%	13,000.00
Total Department: 14 - Safety and Training:		25,324.52	24,560.05	764.47	3.02%	79,573.56	72,920.29	6,653.27	8.36%	334,719.00
Department: 21 - Admin of Fleet Maintenance										
01-21-501020-0500	AVMO Admin Salaries	8,326.33	8,305.69	20.64	0.25%	24,978.99	23,960.50	1,018.49	4.08%	99,956.00
01-21-502010-0010	AVMO Medicare Tax	120.70	135.99	(15.29)	-12.67%	362.10	384.69	(22.59)	-6.24%	1,449.00
01-21-502010-0020	AVMO Social Security Taxes	516.21	579.25	(63.04)	-12.21%	1,548.63	1,644.80	(96.17)	-6.21%	6,197.00
01-21-502020-2000	AVMO Retirement	832.66	416.04	416.62	50.03%	2,497.98	1,198.03	1,299.95	52.04%	9,996.00
01-21-502070-0010	AVMO Unemployment Taxes	41.65	15.79	25.86	62.09%	124.95	101.32	23.63	18.91%	500.00
01-21-503990-0007	AVMO Outside Repair - Support Vehicle	187.42	0.00	187.42	100.00%	562.26	0.00	562.26	100.00%	2,250.00
01-21-504010-0101	AVMO Lubricants - Oil	3,332.00	3,335.00	(3.00)	-0.09%	9,996.00	10,352.10	(356.10)	-3.56%	40,000.00
01-21-504010-2001	AVMO Fuel - Unleaded	6,664.00	5,243.03	1,420.97	21.32%	19,992.00	13,095.74	6,896.26	34.50%	80,000.00
01-21-504010-2002	AVMO Fuel - Diesel	104,958.00	140,339.87	(35,381.87)	-33.71%	314,874.00	344,333.57	(29,459.57)	-9.36%	1,260,000.00
01-21-504010-2003	AVMO Fuel - Electricity	1,666.00	0.00	1,666.00	100.00%	4,998.00	0.00	4,998.00	100.00%	20,000.00
01-21-504990-0001	AVMO Office Supplies - General	166.66	0.00	166.66	100.00%	499.98	(30.75)	530.73	106.15%	2,000.00
01-21-509020-0000	AVMO Travel - Meetings/Seminars	0.00	800.00	(800.00)	0.00%	0.00	800.00	(800.00)	0.00%	3,000.00
01-21-509020-1000	AVMO Employee Event Expenses	124.95	276.51	(151.56)	-121.30%	374.85	908.18	(533.33)	-142.28%	1,500.00
Total Department: 21 - Admin of Fleet Maintenance:		126,936.58	159,447.17	(32,510.59)	-25.61%	380,809.74	396,748.18	(15,938.44)	-4.19%	1,526,848.00
Department: 22 - Fleet Maintenance										
01-22-501020-1200	VMO Fleet Care Tech Salaries	19,627.89	19,941.41	(313.52)	-1.60%	58,883.67	57,705.14	1,178.53	2.00%	235,629.00
01-22-501020-1210	VMO Fleet Care Tech - OT	1,570.20	2,223.76	(653.56)	-41.62%	4,710.60	4,132.96	577.64	12.26%	18,850.00
01-22-502010-0010	VMO Medicare Tax	323.62	317.37	6.25	1.93%	970.86	922.32	48.54	5.00%	3,885.00
01-22-502010-0020	VMO Social Security Taxes	1,383.69	1,355.64	28.05	2.03%	4,151.07	3,943.72	207.35	5.00%	16,611.00
01-22-502020-2000	VMO Retirement	2,074.75	1,546.47	528.28	25.46%	6,224.25	4,663.85	1,560.40	25.07%	24,907.00
01-22-502070-0010	VMO Unemployment Taxes	111.62	44.61	67.01	60.03%	334.86	257.17	77.69	23.20%	1,340.00

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		March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-22-502100-0000	VMO Holiday Pay	480.00	149.36	330.64	68.88%	3,360.00	2,893.90	466.10	13.87%	13,440.00
01-22-503030-0014	VMO Uniforms	0.00	0.00	0.00	0.00%	1,000.00	0.00	1,000.00	100.00%	1,000.00
01-22-503050-0001	VMO Fire Extinguishers	500.00	0.00	500.00	100.00%	1,500.00	0.00	1,500.00	100.00%	6,000.00
01-22-503050-0002	VMO Radio Maintenance	0.00	0.00	0.00	0.00%	859.32	0.00	859.32	100.00%	2,100.00
01-22-503050-0003	VMO Equipment Repairs - Shop Equipm...	625.00	0.00	625.00	100.00%	1,875.00	458.42	1,416.58	75.55%	7,500.00
01-22-503990-0004	VMO Contract Svc - Maint	191,590.00	319,785.94	(128,195.94)	-66.91%	574,770.00	501,967.39	72,802.61	12.67%	2,300,000.00
01-22-503990-0006	VMO Contract Services - Towing	2,915.50	1,650.00	1,265.50	43.41%	8,746.50	7,321.54	1,424.96	16.29%	35,000.00
01-22-504990-0015	VMO Cosmetic Maintenance Exterior	2,500.00	0.00	2,500.00	100.00%	7,500.00	6,946.48	553.52	7.38%	30,000.00
01-22-504990-0016	VMO Cleaning Supplies - Vehicles	1,199.52	419.47	780.05	65.03%	3,598.56	419.47	3,179.09	88.34%	14,400.00
01-22-504990-0017	VMO Shop Supplies Misc	0.00	163.49	(163.49)	0.00%	0.00	1,061.07	(1,061.07)	0.00%	5,000.00
01-22-504990-0018	VMO Mechanic Tools/Shoes	0.00	0.00	0.00	0.00%	5,100.00	412.96	4,687.04	91.90%	6,350.00
01-22-504990-0019	VMO Small Tools & Equipment	124.95	0.00	124.95	100.00%	374.85	609.16	(234.31)	-62.51%	1,500.00
01-22-504990-0020	VMO Decals - Fixed Route	0.00	0.00	0.00	0.00%	2,500.00	0.00	2,500.00	100.00%	5,000.00
01-22-504990-0021	VMO Repair Parts - Fixed Route	0.00	0.00	0.00	0.00%	0.00	(28.42)	28.42	0.00%	0.00
01-22-509990-0004	VMO Permits & Licenses	83.30	194.67	(111.37)	-133.70%	249.90	194.67	55.23	22.10%	1,000.00
Total Department: 22 - Fleet Maintenance:		225,110.04	347,792.19	(122,682.15)	-54.50%	686,709.44	593,881.80	92,827.64	13.52%	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%	3,000.00	0.00	3,000.00	100.00%	12,000.00
01-31-504030-0100	FAM-M maintenance expenditures	833.00	0.00	833.00	100.00%	2,499.00	247.49	2,251.51	90.10%	10,000.00
Total Department: 31 - Facility Maintenance MSC:		1,833.00	0.00	1,833.00	100.00%	5,499.00	247.49	5,251.51	95.50%	22,000.00
Department: 32 - Facility Maintenance Leadville										
01-32-503050-0010	FAM-L Contract Svc - General	1,249.50	1,199.60	49.90	3.99%	3,748.50	15,126.88	(11,378.38)	-303.54%	15,000.00
01-32-503060-0600	FAM-L Contract Services	624.75	0.00	624.75	100.00%	1,874.25	130.00	1,744.25	93.06%	7,500.00
01-32-504990-0031	FAM-L Cleaning Supplies - Leadville	416.50	0.00	416.50	100.00%	1,249.50	134.37	1,115.13	89.25%	5,000.00
01-32-505020-0001	FAM-L Utilities - Leadville	666.40	1,069.43	(403.03)	-60.48%	1,999.20	3,014.81	(1,015.61)	-50.80%	8,000.00
Total Department: 32 - Facility Maintenance Leadville:		2,957.15	2,269.03	688.12	23.27%	8,871.45	18,406.06	(9,534.61)	-107.48%	35,500.00
Department: 33 - Facility Maintenance Avon										
01-33-503050-0010	FAM-A Contract Svc - General	15,410.50	17,724.00	(2,313.50)	-15.01%	46,231.50	58,448.00	(12,216.50)	-26.42%	185,000.00
01-33-504030-0200	FAM-A Electrical Related Expenditures	416.50	1,138.65	(722.15)	-173.39%	1,249.50	1,297.96	(48.46)	-3.88%	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%	27,489.00	39,555.00	(12,066.00)	-43.89%	110,000.00
Total Department: 33 - Facility Maintenance Avon:		24,990.00	32,047.65	(7,057.65)	-28.24%	74,970.00	99,300.96	(24,330.96)	-32.45%	300,000.00
Department: 41 - Facility Maintenance Stops										
01-41-501020-0500	MPS Admin Salaries	6,244.41	7,030.42	(786.01)	-12.59%	18,733.23	19,277.19	(543.96)	-2.90%	74,963.00
01-41-501020-1610	MPS Admin - OT	499.55	36.23	463.32	92.75%	1,498.65	907.04	591.61	39.48%	5,997.00
01-41-502010-0010	MPS Medicare Tax	97.79	100.65	(2.86)	-2.92%	293.37	297.66	(4.29)	-1.46%	1,174.00
01-41-502010-0020	Social Security Taxes	418.16	430.53	(12.37)	-2.96%	1,254.48	1,272.76	(18.28)	-1.46%	5,020.00
01-41-502020-2000	MPS Retirement	624.41	703.96	(79.55)	-12.74%	1,873.23	1,743.30	129.93	6.94%	7,496.00
01-41-502070-0010	MPS unemployment	33.73	14.47	19.26	57.10%	101.19	82.90	18.29	18.07%	405.00
01-41-502100-0000	MPS - Holiday pay	144.86	0.00	144.86	100.00%	1,014.02	770.93	243.09	23.97%	4,056.00
01-41-503050-0010	MPS Contract Svc - General	12,775.00	13,067.00	(292.00)	-2.29%	38,325.00	38,617.00	(292.00)	-0.76%	153,300.00
01-41-503060-0250	MPS Equipment Rental	1,250.00	0.00	1,250.00	100.00%	3,750.00	0.00	3,750.00	100.00%	5,000.00

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		March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-41-504010-1000	MPS Supplies & Materials	416.50	0.00	416.50	100.00%	1,249.50	274.01	975.49	78.07%	5,000.00
01-41-504010-2002	MPS Fuel - Diesel	999.60	0.00	999.60	100.00%	2,998.80	0.00	2,998.80	100.00%	12,000.00
01-41-504030-0600	MPS - uniform	0.00	490.07	(490.07)	0.00%	500.00	490.07	9.93	1.99%	500.00
01-41-504990-0029	MPS Bus Stop Supplies	2,499.00	1,224.03	1,274.97	51.02%	7,497.00	2,502.65	4,994.35	66.62%	30,000.00
01-41-505020-0001	MPS Utilites - Shelters	166.60	0.00	166.60	100.00%	499.80	300.00	199.80	39.98%	2,000.00
Total Department: 41 - Facility Maintenance Stops:		26,169.61	23,097.36	3,072.25	11.74%	79,588.27	66,535.51	13,052.76	16.40%	306,911.00
Department: 50 - General & Administration										
01-50-501020-0500	ADMIN Admin Salaries	93,187.54	93,984.63	(797.09)	-0.86%	279,562.62	270,849.23	8,713.39	3.12%	1,118,698.00
01-50-501020-1610	ADMIN Salaries - OT	175.84	288.43	(112.59)	-64.03%	527.52	443.52	84.00	15.92%	2,111.00
01-50-502010-0010	ADMIN Medicare Tax	1,329.63	1,427.42	(97.79)	-7.35%	3,988.89	4,072.69	(83.80)	-2.10%	15,962.00
01-50-502010-0020	ADMIN Social Security Taxes	5,685.22	6,100.12	(414.90)	-7.30%	17,055.66	17,414.49	(358.83)	-2.10%	68,250.00
01-50-502020-2000	ADMIN Retirement	9,152.17	9,257.78	(105.61)	-1.15%	27,456.51	26,686.83	769.68	2.80%	109,870.00
01-50-502070-0010	ADMIN Unemployment Taxes	458.48	58.67	399.81	87.20%	1,375.44	915.28	460.16	33.46%	5,504.00
01-50-503030-0001	ADMIN Benefit Management Expenses	5,939.29	3,933.50	2,005.79	33.77%	17,817.87	10,771.00	7,046.87	39.55%	71,300.00
01-50-503030-0002	ADMIN Legal Svcs - Labor Counsel	879.64	0.00	879.64	100.00%	2,638.92	0.00	2,638.92	100.00%	10,560.00
01-50-503030-0005	ADMIN Legal Svcs - General	9,646.14	7,385.00	2,261.14	23.44%	28,938.42	19,742.50	9,195.92	31.78%	115,800.00
01-50-503030-0006	ADMIN Legal Svcs - Special	937.12	0.00	937.12	100.00%	2,811.36	0.00	2,811.36	100.00%	11,250.00
01-50-503030-0013	Admin Uniform	362.35	0.00	362.35	100.00%	1,087.05	0.00	1,087.05	100.00%	4,350.00
01-50-503030-3250	ADMIN Consulting	25,000.00	2,012.50	22,987.50	91.95%	25,000.00	2,012.50	22,987.50	91.95%	50,000.00
01-50-503030-3290	ADMIN Payroll & HRIS fee	1,647.34	1,735.24	(87.90)	-5.34%	4,942.02	6,126.24	(1,184.22)	-23.96%	19,776.00
01-50-503990-0003	ADMIN Printing Expense	195.75	0.00	195.75	100.00%	587.25	0.00	587.25	100.00%	2,350.00
01-50-504990-0001	ADMIN Office Supplies - General	1,950.55	362.64	1,587.91	81.41%	5,851.65	1,352.37	4,499.28	76.89%	23,416.00
01-50-504990-0002	ADMIN Office Supplies - Postage	0.00	162.00	(162.00)	0.00%	0.00	247.30	(247.30)	0.00%	0.00
01-50-504990-0003	ADMIN Office Supplies - Copy Machine	533.12	0.00	533.12	100.00%	1,599.36	0.00	1,599.36	100.00%	6,400.00
01-50-508010-0000	ADMIN Purchased Transportation Servic...	160,000.00	169,049.97	(9,049.97)	-5.66%	480,000.00	497,269.35	(17,269.35)	-3.60%	1,680,000.00
01-50-509010-0000	ADMIN Memberships & Subscriptions	5,902.08	3,042.50	2,859.58	48.45%	17,706.24	15,150.00	2,556.24	14.44%	70,825.00
01-50-509020-0000	ADMIN Travel - Meetings/Seminars	983.33	1,058.32	(74.99)	-7.63%	2,949.99	5,103.12	(2,153.13)	-72.99%	11,800.00
01-50-509020-0001	ADMIN Training/Workshop	0.00	0.00	0.00	0.00%	0.00	1,300.00	(1,300.00)	0.00%	15,300.00
01-50-509020-0002	ADMIN Board Meeting Expense	1,037.08	825.69	211.39	20.38%	3,111.24	1,678.79	1,432.45	46.04%	12,450.00
01-50-509020-0004	ADMIN Employee Development Program	3,057.11	1,936.00	1,121.11	36.67%	9,171.33	6,051.20	3,120.13	34.02%	36,700.00
01-50-509020-1000	ADMIN Employee Event Expenses	5,008.50	5,760.29	(751.79)	-15.01%	7,393.50	5,954.30	1,439.20	19.47%	23,850.00
01-50-509020-1001	ADMIN Employee Wellness Plan Expense	4,375.00	0.00	4,375.00	100.00%	13,125.00	0.00	13,125.00	100.00%	52,500.00
01-50-509080-0000	ADMIN Recruiting Employees	3,583.33	672.32	2,911.01	81.24%	12,249.99	3,920.06	8,329.93	68.00%	55,000.00
01-50-509080-0100	ADMIN Employee Recognition	17,394.72	7,751.76	9,642.96	55.44%	21,536.32	16,136.68	5,399.64	25.07%	207,080.00
01-50-509080-2000	Treasurer fees	15,434.00	12,758.01	2,675.99	17.34%	43,874.00	36,017.91	7,856.09	17.91%	127,501.00
01-50-509990-0002	ADMIN Miscellaneous Expense	116.62	0.00	116.62	100.00%	349.86	26.99	322.87	92.29%	1,400.00
01-50-512120-0000	ADMIN Leases and Rentals	69,612.58	68,753.19	859.39	1.23%	208,837.74	206,259.57	2,578.17	1.23%	835,351.00
Total Department: 50 - General & Administration:		443,584.53	398,315.98	45,268.55	10.21%	1,241,545.75	1,155,501.92	86,043.83	6.93%	4,765,354.00
Department: 51 - Finance										
01-51-501020-0500	ACCT-RM Admin Salaries	21,619.43	21,728.17	(108.74)	-0.50%	64,858.29	62,602.51	2,255.78	3.48%	259,537.00
01-51-502010-0010	ACCT-RM Medicare Tax	313.45	316.30	(2.85)	-0.91%	940.35	906.55	33.80	3.59%	3,763.00

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		March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01-51-502010-0020	ACCT-RM Social Security Taxes	1,340.38	1,352.01	(11.63)	-0.87%	4,021.14	3,876.34	144.80	3.60%	16,091.00
01-51-502020-2000	ACCT-RM Retirement	2,161.96	2,173.42	(11.46)	-0.53%	6,485.88	6,260.26	225.62	3.48%	25,954.00
01-51-502070-0010	ACCT-RM Unemployment Taxes	108.12	15.63	92.49	85.54%	324.36	222.07	102.29	31.54%	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	1,250.00	217.50	1,032.50	82.60%	5,750.00	4,554.82	1,195.18	20.79%	15,000.00
01-51-503030-0015	ACCT-RM Audit Services	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	30,000.00
01-51-506030-0000	ACCT-RM Insurance - General & Auto Li...	40,387.42	48,993.50	(8,606.08)	-21.31%	121,162.26	111,818.50	9,343.76	7.71%	484,843.00
01-51-506040-1000	ACCT-RM Insurance - WC	15,993.35	15,580.00	413.35	2.58%	47,980.05	46,741.00	1,239.05	2.58%	191,997.00
01-51-506080-0000	ACCT-RM Insurance - CEBT	139,794.14	156,807.25	(17,013.11)	-12.17%	419,382.42	474,254.41	(54,871.99)	-13.08%	1,678,201.00
01-51-509010-0000	ACCT-RM Memberships & Subscriptions	3,017.95	2,774.00	243.95	8.08%	9,053.85	8,322.00	731.85	8.08%	36,230.00
01-51-509020-0000	ACCT-RM - Meetings/Training	166.60	0.00	166.60	100.00%	499.80	0.00	499.80	100.00%	2,000.00
01-51-509080-1000	ACCT RM - Bank Fees	149.94	110.29	39.65	26.44%	449.82	383.08	66.74	14.84%	1,800.00
Total Department: 51 - Finance:		226,302.74	250,068.07	(23,765.33)	-10.50%	680,908.22	719,941.54	(39,033.32)	-5.73%	2,747,214.00
Department: 52 - IT										
01-52-501020-0500	IT Admin Salaries	27,252.67	27,835.71	(583.04)	-2.14%	81,758.01	83,066.13	(1,308.12)	-1.60%	327,163.00
01-52-501020-1610	IT - Salaries OT	1,085.23	1,317.34	(232.11)	-21.39%	3,255.69	2,350.13	905.56	27.81%	13,028.00
01-52-502010-0010	IT Medicare Tax	410.91	436.50	(25.59)	-6.23%	1,232.73	1,262.93	(30.20)	-2.45%	4,933.00
01-52-502010-0020	IT Social Security Taxes	1,756.96	1,863.37	(106.41)	-6.06%	5,270.88	5,399.96	(129.08)	-2.45%	21,092.00
01-52-502020-2000	IT Retirement	2,725.24	2,524.85	200.39	7.35%	8,175.72	7,550.44	625.28	7.65%	32,716.00
01-52-502070-0010	IT Unemployment Taxes	141.69	31.17	110.52	78.00%	425.07	313.91	111.16	26.15%	1,701.00
01-52-503020-0006	IT Communications	7,083.33	1,132.01	5,951.32	84.02%	21,249.99	9,822.93	11,427.06	53.77%	115,000.00
01-52-503030-0009	IT Contracted Services	8,913.10	10,812.47	(1,899.37)	-21.31%	26,739.30	34,636.05	(7,896.75)	-29.53%	107,000.00
01-52-503030-0011	IT Computer/Networks Software Agmt	9,079.70	5,879.53	3,200.17	35.25%	27,239.10	17,466.65	9,772.45	35.88%	109,000.00
01-52-503030-3250	IT Consulting	0.00	499.58	(499.58)	0.00%	8,500.00	1,498.74	7,001.26	82.37%	34,000.00
01-52-503050-0000	IT Office Equipment Maintenance	333.20	13.95	319.25	95.81%	999.60	209.22	790.38	79.07%	4,000.00
01-52-504990-0010	IT Computer Supplies	1,100.00	43.29	1,056.71	96.06%	3,080.00	5,927.76	(2,847.76)	-92.46%	22,000.00
01-52-506080-0000	IT - Cyber Insurance	1,332.80	1,097.27	235.53	17.67%	3,998.40	3,291.81	706.59	17.67%	16,000.00
01-52-509020-0000	IT Travel - Meetings/Seminars	1,282.82	0.00	1,282.82	100.00%	1,565.64	64.00	1,501.64	95.91%	15,400.00
01-52-509020-0001	IT Training/Workshop	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	12,000.00
Total Department: 52 - IT:		62,497.65	53,487.04	9,010.61	14.42%	193,490.13	172,860.66	20,629.47	10.66%	835,033.00
Department: 53 - Planning										
01-53-501020-0500	PL Admin Salaries	18,370.89	18,782.25	(411.36)	-2.24%	55,112.67	54,063.93	1,048.74	1.90%	220,539.00
01-53-502010-0010	PL Medicare Tax	266.39	282.42	(16.03)	-6.02%	799.17	803.51	(4.34)	-0.54%	3,198.00
01-53-502010-0020	PL Social Security Taxes	1,138.96	1,207.17	(68.21)	-5.99%	3,416.88	3,435.69	(18.81)	-0.55%	13,673.00
01-53-502020-2000	PL Retirement	1,837.09	1,345.77	491.32	26.74%	5,511.27	3,868.23	1,643.04	29.81%	22,054.00
01-53-502070-0010	PL Unemployment Taxes	91.87	26.24	65.63	71.44%	275.61	211.28	64.33	23.34%	1,103.00
01-53-503030-0009	PL - Contracted Services	17,000.00	0.00	17,000.00	100.00%	17,000.00	0.00	17,000.00	100.00%	68,000.00
01-53-503030-3250	PL Consulting	4,166.66	0.00	4,166.66	100.00%	12,499.98	0.00	12,499.98	100.00%	50,000.00
01-53-509020-0000	PL Travel - Meetings/Seminars	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	2,000.00
01-53-509020-0001	PL Training/Workshop	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	3,600.00
Total Department: 53 - Planning:		42,871.86	21,643.85	21,228.01	49.52%	94,615.58	62,382.64	32,232.94	34.07%	384,167.00

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		March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 54 - Marketing & Customer Service										
01-54-501020-0500	MCS Admin Salaries	26,398.26	27,917.03	(1,518.77)	-5.75%	79,194.78	78,205.49	989.29	1.25%	316,906.00
01-54-501020-1610	MCS Salaries - OT	554.44	483.68	70.76	12.76%	1,663.32	536.53	1,126.79	67.74%	6,656.00
01-54-502010-0010	MCS Medicare Tax	422.74	418.92	3.82	0.90%	1,268.22	1,204.87	63.35	5.00%	5,075.00
01-54-502010-0020	MCS Social Security Taxes	1,807.77	1,788.60	19.17	1.06%	5,423.31	5,151.76	271.55	5.01%	21,702.00
01-54-502020-2000	MCS Retirement	2,826.86	2,582.65	244.21	8.64%	8,480.58	7,363.34	1,117.24	13.17%	33,936.00
01-54-502070-0010	MCS Unemployment Taxes	145.77	48.03	97.74	67.05%	437.31	323.44	113.87	26.04%	1,750.00
01-54-502100-0000	MCS Holiday Pay	519.79	0.00	519.79	100.00%	1,559.37	3,422.85	(1,863.48)	-119.50%	6,240.00
01-54-503030-3240	MCS Contracted Services	4,161.66	9,452.39	(5,290.73)	-127.13%	12,484.98	11,957.39	527.59	4.23%	49,940.00
01-54-503030-3260	MCS Advertising	4,726.66	1,087.13	3,639.53	77.00%	8,179.98	2,294.13	5,885.85	71.95%	32,720.00
01-54-503030-3270	MCS Events Expenses	1,778.33	1,385.58	392.75	22.09%	3,334.99	5,154.72	(1,819.73)	-54.56%	21,340.00
01-54-503990-0003	MCS Printing Expense	1,425.00	3,465.69	(2,040.69)	-143.21%	3,550.00	4,611.11	(1,061.11)	-29.89%	31,800.00
01-54-504990-0002	MCS Office Supplies	500.00	166.26	333.74	66.75%	1,500.00	1,582.77	(82.77)	-5.52%	22,400.00
01-54-509010-0000	MCS Memberships & Subscriptions	842.24	564.80	277.44	32.94%	2,526.72	2,795.24	(268.52)	-10.63%	10,111.00
01-54-509020-0000	MCS Travel - Meetings/Seminars	750.00	0.00	750.00	100.00%	3,375.00	30.00	3,345.00	99.11%	9,000.00
01-54-509020-0001	MCS - Training Workshop	270.00	0.00	270.00	100.00%	540.00	0.00	540.00	100.00%	2,700.00
Total Department: 54 - Marketing & Customer Service:		47,129.52	49,360.76	(2,231.24)	-4.73%	133,518.56	124,633.64	8,884.92	6.65%	572,276.00
Total Expense:		1,992,035.54	2,062,479.18	(70,443.64)	-3.54%	8,176,272.76	7,900,957.36	275,315.40	3.37%	27,032,104.00
Total Revenues		3,509,532.78	3,357,362.75	(152,170.03)	-4.34%	9,569,329.50	9,235,320.54	(334,008.96)	-3.49%	27,546,899.00
Total Fund: 01 - General Fund:		1,517,497.24	1,294,883.57	(222,613.67)		1,393,056.74	1,334,363.18	(58,693.56)		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%	0.00	0.00	0.00	0.00%	760,000.00
02-60-522000-0001	Capital Outlay - Service Vehicles	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	55,000.00
Total Department: 60 - Vehicles:		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	815,000.00
Department: 61 - Facilities										
02-61-522000-0003	Capital Outlay - Passenger Stations	10,412.50	0.00	10,412.50	100.00%	31,237.50	0.00	31,237.50	100.00%	125,000.00
02-61-522000-0005	Capital Outlay - Maintenance Buildings	20,000.00	0.00	20,000.00	100.00%	20,000.00	0.00	20,000.00	100.00%	50,000.00
02-61-522000-0006	Capital Outlay - Other Capital Investment	37,485.00	0.00	37,485.00	100.00%	112,455.00	0.00	112,455.00	100.00%	450,000.00
Total Department: 61 - Facilities:		67,897.50	0.00	67,897.50	100.00%	163,692.50	0.00	163,692.50	100.00%	625,000.00

My Monthly Budget Report

For Fiscal: FY26 Period Ending: 03/31/2026

	March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 62 - Equipment									
02-62-522000-0009	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	332,500.00
02-62-522000-0010	0.00	0.00	0.00	0.00%	25,000.00	29,181.45	(4,181.45)	-16.73%	50,000.00
Total Department: 62 - Equipment:	0.00	0.00	0.00	0.00%	25,000.00	29,181.45	(4,181.45)	-16.73%	382,500.00
Total Expense:	67,897.50	0.00	67,897.50	100.00%	188,692.50	29,181.45	159,511.05	84.53%	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:	(67,897.50)	0.00	67,897.50		1,811,307.50	1,970,818.55	159,511.05		671,500.00
Fund: 03 - Air Fund									
Revenue									
Department: 70 - Airport Transfers									
03-70-408020-0100	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	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	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: 80 - Admin of Housing Programs									
04-80-407990-2000	0.00	14,619.66	14,619.66	0.00%	0.00	14,619.66	14,619.66	0.00%	0.00
Total Department: 80 - Admin of Housing Programs:	0.00	14,619.66	14,619.66	0.00%	0.00	14,619.66	14,619.66	0.00%	0.00
Department: 81 - Quail Run 1									
04-81-407990-2000	4,859.05	4,061.11	(797.94)	-16.42%	14,577.15	13,962.80	(614.35)	-4.21%	58,332.00
Total Department: 81 - Quail Run 1:	4,859.05	4,061.11	(797.94)	-16.42%	14,577.15	13,962.80	(614.35)	-4.21%	58,332.00
Department: 91 - Housing Ops LCV									
04-91-407990-2000	5,613.17	1,357.66	(4,255.51)	-75.81%	16,839.51	12,920.08	(3,919.43)	-23.28%	67,385.00
Total Department: 91 - Housing Ops LCV:	5,613.17	1,357.66	(4,255.51)	-75.81%	16,839.51	12,920.08	(3,919.43)	-23.28%	67,385.00
Department: 92 - Housing Ops Gypsum Apt									
04-92-407990-2000	2,249.10	650.00	(1,599.10)	-71.10%	6,747.30	5,150.00	(1,597.30)	-23.67%	27,000.00
Total Department: 92 - Housing Ops Gypsum Apt:	2,249.10	650.00	(1,599.10)	-71.10%	6,747.30	5,150.00	(1,597.30)	-23.67%	27,000.00

My Monthly Budget Report

For Fiscal: FY26 Period Ending: 03/31/2026

	March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
Department: 93 - Housing Ops All Other Locations									
04-93-407990-2000 Riverdance - rent expense	4,131.68	0.00	(4,131.68)	-100.00%	12,395.04	3,200.00	(9,195.04)	-74.18%	49,600.00
Total Department: 93 - Housing Ops All Other Locations:	4,131.68	0.00	(4,131.68)	-100.00%	12,395.04	3,200.00	(9,195.04)	-74.18%	49,600.00
Department: 94 - Broadway									
04-94-407990-2000 Broadway - rent income	2,209.11	500.00	(1,709.11)	-77.37%	6,627.33	5,119.98	(1,507.35)	-22.74%	26,520.00
Total Department: 94 - Broadway:	2,209.11	500.00	(1,709.11)	-77.37%	6,627.33	5,119.98	(1,507.35)	-22.74%	26,520.00
Department: 95 - Miller Road									
04-95-407990-2000 CMC - rent income	5,037.98	5,168.25	130.27	2.59%	15,113.94	14,622.00	(491.94)	-3.25%	60,480.00
Total Department: 95 - Miller Road:	5,037.98	5,168.25	130.27	2.59%	15,113.94	14,622.00	(491.94)	-3.25%	60,480.00
Department: 96 - Eby Creek									
04-96-407990-2000 Overlook @ Eby creek - rent income	5,597.76	2,564.42	(3,033.34)	-54.19%	16,793.28	10,474.26	(6,319.02)	-37.63%	67,200.00
Total Department: 96 - Eby Creek:	5,597.76	2,564.42	(3,033.34)	-54.19%	16,793.28	10,474.26	(6,319.02)	-37.63%	67,200.00
Department: 97 - Housing Operations The Pike									
04-97-407990-2000 The Pike - rent income	4,351.00	0.00	(4,351.00)	-100.00%	17,053.00	3,872.00	(13,181.00)	-77.29%	52,212.00
Total Department: 97 - Housing Operations The Pike:	4,351.00	0.00	(4,351.00)	-100.00%	17,053.00	3,872.00	(13,181.00)	-77.29%	52,212.00
Total Revenue:	34,048.85	28,921.10	(5,127.75)	-15.06%	436,146.55	413,940.78	(22,205.77)	-5.09%	738,729.00
Expense									
Department: 80 - Admin of Housing Programs									
04-80-503030-3250 Housing Project _ Consulting Fee	10,000.00	0.00	10,000.00	100.00%	20,000.00	0.00	20,000.00	100.00%	40,000.00
04-80-503050-0010 Contract Services General	916.30	840.00	76.30	8.33%	2,748.90	840.00	1,908.90	69.44%	11,000.00
04-80-505020-0001 WIFI And Utilites	749.70	721.67	28.03	3.74%	2,249.10	3,813.19	(1,564.09)	-69.54%	9,000.00
Total Department: 80 - Admin of Housing Programs:	11,666.00	1,561.67	10,104.33	86.61%	24,998.00	4,653.19	20,344.81	81.39%	60,000.00
Department: 81 - Quail Run 1									
04-81-504990-0011 Materials & Supplies	833.00	0.00	833.00	100.00%	2,499.00	(287.22)	2,786.22	111.49%	10,000.00
04-81-510125-0000 HOA Dues	719.71	720.00	(0.29)	-0.04%	2,159.13	2,160.00	(0.87)	-0.04%	8,640.00
04-81-512130-0000 Quail run misc. expense	246.56	0.00	246.56	100.00%	739.68	0.00	739.68	100.00%	2,960.00
Total Department: 81 - Quail Run 1:	1,799.27	720.00	1,079.27	59.98%	5,397.81	1,872.78	3,525.03	65.30%	21,600.00
Department: 91 - Housing Ops LCV									
04-91-504990-0011 LCV - Materials & Supplies	108.29	318.95	(210.66)	-194.53%	324.87	2,385.31	(2,060.44)	-634.24%	1,300.00
04-91-512130-0000 LCV - Rent Expense	10,553.77	7,509.27	3,044.50	28.85%	31,661.31	22,526.72	9,134.59	28.85%	126,696.00
Total Department: 91 - Housing Ops LCV:	10,662.06	7,828.22	2,833.84	26.58%	31,986.18	24,912.03	7,074.15	22.12%	127,996.00
Department: 92 - Housing Ops Gypsum Apt									
04-92-504990-0011 KRC - Materials & Supplies	108.33	0.00	108.33	100.00%	324.99	0.00	324.99	100.00%	1,300.00
04-92-512130-0000 KRC - rent expense	4,040.05	4,300.00	(259.95)	-6.43%	12,120.15	12,900.00	(779.85)	-6.43%	48,500.00
Total Department: 92 - Housing Ops Gypsum Apt:	4,148.38	4,300.00	(151.62)	-3.65%	12,445.14	12,900.00	(454.86)	-3.65%	49,800.00
Department: 93 - Housing Ops All Other Locations									
04-93-504990-0011 Riverdance - Materials & Supplies	108.29	0.00	108.29	100.00%	324.87	0.00	324.87	100.00%	1,300.00

My Monthly Budget Report

For Fiscal: FY26 Period Ending: 03/31/2026

		March Budget	March Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
04-93-512130-0000	Riverdance - Rent Expense	6,765.62	2,620.00	4,145.62	61.27%	20,296.86	7,860.00	12,436.86	61.27%	81,220.00
Total Department: 93 - Housing Ops All Other Locations:		6,873.91	2,620.00	4,253.91	61.88%	20,621.73	7,860.00	12,761.73	61.88%	82,520.00
Department: 94 - Broadway										
04-94-504990-0011	Broadway - Materials & Supplies	108.29	425.81	(317.52)	-293.21%	324.87	725.79	(400.92)	-123.41%	1,300.00
04-94-512130-0000	Broadway - rent expense	2,998.80	3,000.00	(1.20)	-0.04%	8,996.40	9,000.00	(3.60)	-0.04%	36,000.00
Total Department: 94 - Broadway:		3,107.09	3,425.81	(318.72)	-10.26%	9,321.27	9,725.79	(404.52)	-4.34%	37,300.00
Department: 95 - Miller Road										
04-95-504990-0011	CMC - Materials & Supplies	108.29	0.00	108.29	100.00%	324.87	75.44	249.43	76.78%	1,300.00
04-95-512130-0000	CMC - rent expense	10,220.24	9,948.00	272.24	2.66%	30,660.72	29,844.00	816.72	2.66%	122,692.00
Total Department: 95 - Miller Road:		10,328.53	9,948.00	380.53	3.68%	30,985.59	29,919.44	1,066.15	3.44%	123,992.00
Department: 96 - Eby Creek										
04-96-504990-0011	Overlook @ Eby creek - Materials & Sup...	108.29	0.00	108.29	100.00%	324.87	3.99	320.88	98.77%	1,300.00
04-96-512130-0000	Overlook @ Eby creek - rent expense	9,792.99	13,415.96	(3,622.97)	-37.00%	29,378.97	39,463.68	(10,084.71)	-34.33%	117,563.00
Total Department: 96 - Eby Creek:		9,901.28	13,415.96	(3,514.68)	-35.50%	29,703.84	39,467.67	(9,763.83)	-32.87%	118,863.00
Department: 97 - Housing Operations The Pike										
04-97-504990-0011	The Pike - Materials & Supplies	108.29	0.00	108.29	100.00%	324.87	0.00	324.87	100.00%	1,300.00
04-97-512130-0000	The Pike rent expense	11,547.83	10,449.75	1,098.08	9.51%	34,643.49	31,389.75	3,253.74	9.39%	114,335.00
Total Department: 97 - Housing Operations The Pike:		11,656.12	10,449.75	1,206.37	10.35%	34,968.36	31,389.75	3,578.61	10.23%	115,635.00
Total Expense:		70,142.64	54,269.41	15,873.23	22.63%	200,427.92	162,700.65	37,727.27	18.82%	737,706.00
Total Revenues		34,048.85	28,921.10	(5,127.75)	-15.06%	436,146.55	413,940.78	(22,205.77)	-5.09%	738,729.00
Total Fund: 04 - Housing Fund:		(36,093.79)	(25,348.31)	10,745.48		235,718.63	251,240.13	15,521.50		1,023.00
Report Total:		1,413,505.95	1,269,535.26	(143,970.69)		3,440,082.87	3,556,421.86	116,338.99		1,187,318.00



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 99 - First Bank AP-99 - First Bank Checking AP						
TERM VENDOR	Term Vendor	03/02/2026	Regular	0.00	3,096.35	10881
CLEVER	CLEVER DEVICES	03/06/2026	Regular	0.00	19,489.25	10882
COLLETT	Collett Enterprises, Inc.	03/06/2026	Regular	0.00	1,134.60	10883
CRS	CRS of Colorado	03/06/2026	Regular	0.00	83.22	10884
EC Fleet	Eagle County Fleet Services	03/06/2026	Regular	0.00	207,390.85	10885
ECH&D	Eagle County Housing & Development	03/06/2026	Regular	0.00	9,948.00	10886
ECH&D	Eagle County Housing & Development	03/06/2026	Regular	0.00	3,000.00	10887
KRC PROPERTIES	KRC Properties	03/06/2026	Regular	0.00	4,300.00	10888
LAKE CREEK	Lake Creek Village Apt	03/06/2026	Regular	0.00	7,509.27	10889
LEADVILLE SD	Leadville Sanitation District	03/06/2026	Regular	0.00	104.00	10890
PARKVILLE WD	Parkville Water District	03/06/2026	Regular	0.00	103.20	10891
SIPA	Statewide Internet Portal Authority	03/06/2026	Regular	0.00	2,056.73	10892
PIKE	The Pike	03/06/2026	Regular	0.00	2,649.75	10893
TRYBE	Trybe Property Management	03/06/2026	Regular	0.00	13,415.96	10894
UTA	Urban Transportation Associates, Inc	03/06/2026	Regular	0.00	5,000.00	10895
Xcel	Xcel Energy	03/06/2026	Regular	0.00	4.65	10896
BLUE MONSTER	Blue Monster Service LLC	03/12/2026	Regular	0.00	292.00	10897
CONSUELO HERNANDEZ	Consuelo Hernandez	03/12/2026	Regular	0.00	615.00	10898
FIRKINS GDI	Firkins Garage Doors, Inc.	03/12/2026	Regular	0.00	4,882.78	10899
Doctors on Call	Guy J. Kovacevich, M.D., P.C.	03/12/2026	Regular	0.00	480.00	10900
ACE	Gypsum Eagle Ace Hardware LLC	03/12/2026	Regular	0.00	409.56	10901
Colorado DOT	Jessica Guthrie	03/12/2026	Regular	0.00	240.00	10902
KNS	KNS Broadcasting	03/12/2026	Regular	0.00	396.00	10903
PROCOM	Procom LLC	03/12/2026	Regular	0.00	1,478.25	10904
AVON	Town of Avon	03/12/2026	Regular	0.00	31,555.31	10905
UNIFIRST	UniFirst Corporation	03/12/2026	Regular	0.00	4,571.44	10906
COLLETT	Collett Enterprises, Inc.	03/20/2026	Regular	0.00	1,684.50	10907
ECFM	Eagle County Facilities Management	03/20/2026	Regular	0.00	68,753.19	10908
Colorado DOT	Jessica Guthrie	03/20/2026	Regular	0.00	240.00	10909
Shades Of Green	Scott A Green	03/20/2026	Regular	0.00	12,775.00	10910
ECH&D	Eagle County Housing & Development	03/26/2026	Regular	0.00	7,000.00	10911
ECH&D	Eagle County Housing & Development	03/26/2026	Regular	0.00	3,000.00	10912
ECH&D	Eagle County Housing & Development	03/26/2026	Regular	0.00	9,948.00	10913
ECH&D	Eagle County Housing & Development	03/26/2026	Regular	0.00	7,000.00	10914
Elite	Elite Asphalt Services LLC	03/26/2026	Regular	0.00	1,720.00	10915
GIRARDI'S	Girardi's Towing Inc.	03/26/2026	Regular	0.00	1,650.00	10916
HIGH FIVE	High Five Access Media	03/26/2026	Regular	0.00	2,010.00	10917
HIGHSTREET	Highstreet TCW Risk Management	03/26/2026	Regular	0.00	13,368.38	10918
HYFYVE	HyFyve	03/26/2026	Regular	0.00	4,550.00	10919
KRC PROPERTIES	KRC Properties	03/26/2026	Regular	0.00	4,300.00	10920
Pal Antojo	Leonel Gerardo Gonzalez	03/26/2026	Regular	0.00	385.00	10921
MOUNTAINREC	Mountain Recreation District	03/26/2026	Regular	0.00	1,650.00	10922
PSE	Personnel Safety Enterprises, Inc	03/26/2026	Regular	0.00	339.40	10923
QUAIL RUN	Quail Run	03/26/2026	Regular	0.00	720.00	10924
RIVER DANCE	River Dance	03/26/2026	Regular	0.00	2,620.00	10925
CEBT	CEBT Payments	03/10/2026	Bank Draft	0.00	166,805.36	DFT0000117
PINNACOL	Pinnacol Assurance	03/21/2026	Bank Draft	0.00	15,580.00	DFT0000118

My Check Report

Date Range: 03/01/2026 - 03/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
FB CC	FirstBank CC	03/23/2026	Bank Draft	0.00	13,983.15	DFT0000119

Bank Code 99 - First Bank AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	45	0.00	467,919.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	196,368.51
EFT's	0	0	0.00	0.00
	70	48	0.00	664,288.15

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	45	0.00	467,919.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	196,368.51
EFT's	0	0	0.00	0.00
	70	48	0.00	664,288.15

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash Fund	3/2026	664,288.15
			664,288.15



To: The Core Transit Board

From: Dave Snyder, Director of Transportation

Meeting Date: 5/13/2026

SUBJECT: Bus Shelter Maintenance Services Agreement Renewal

RECOMMENDED ACTIONS: Approve the renewal of a 12-month maintenance services agreement valued at \$153,300 with Shades of Green for assistance with the upkeep of Core Transit bus stops and shelters. (This approval requires a majority vote of the Board).

Background

In May of 2025, the Board approved a 12-month maintenance services agreement with Shades of Green to support Core Transit's management and upkeep of bus stops and bus shelters. This maintenance services agreement began on 6/1/25 and is set to expire on 5/31/26. Throughout the term of the existing contract, Shades of Green has met or exceeded all contractual requirements and has supported Core Transit in providing quality bus stops/bus shelters for our riders. Based upon an analysis of Shades of Green's performance, Staff recommends that the Board approve a 12-month renewal of the existing services agreement, with no amendments to the cost or terms.

FINANCIAL CONSIDERATIONS: Project total is \$153,300 for 12 months. The existing maintenance budget has sufficient funds to cover this cost.

ATTACHMENTS:

1. Services Agreement
2. Scope of Services/Compensation

**SERVICES AGREEMENT
BETWEEN**

**EAGLE VALLEY TRANSPORTATION AUTHORITY
and
SHADES OF GREEN LAWN MAINTENANCE**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into the most recent day and year set forth below by and between **Eagle Valley Transportation Authority**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Owner”), whose mailing address is c/o Core Transit, P.O. Box 1070, Gypsum, Colorado 81637, and **Shades of Green Lawn Maintenance** (“Contractor”), whose mailing address is P.O. Box 1846, Gypsum, Colorado 81637. The Owner and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide bus stop/bus shelter maintenance services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than June 1, 2026 and completed no later than May 31, 2027. Any modifications, extensions, or renewals to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Owner, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Contractor by

giving the Contractor written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Owner for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees to pay the Contractor the amounts set forth in **Exhibit A**. Total compensation shall not exceed One Hundred and Fifty-Three Thousand Three Hundred (\$153,300). The Owner shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Owner periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Contractor.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Owner. **The Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Owner for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Owner. The Owner's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Owner is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of one (1) year following termination or expiration of this Agreement.

12. Duty to Warn. The Contractor agrees to call to the Owner's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor by the Owner or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Owner. Nothing shall detract from this obligation unless the Contractor advises the Owner in writing that such data may be unsuitable, improper, or inaccurate and the Owner nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee

suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate.

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Contractor's services under this Agreement with a limit of at least \$2,000,000 combined per accident for bodily injury and property damage; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Owner, the Owner Representative, and the Owner's directors, officers, and employees be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of one (1) year; and (ii) automobile liability policy.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Owner, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the Owner is

supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Contractor will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Contractor shall require each subcontractor and/or third-party performing work for the Contractor related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Contractor under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Contractor, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Contractor.

14. Warranties and Guarantees. The Contractor hereby represents, warrants and guarantees to the Owner all workmanship, equipment and materials paid for by the Owner pursuant to this Agreement for a period of one (1) year following the date of purchase by the Contractor. Such warranty and guarantee shall be construed to include, but is not limited to, representations that all workmanship, equipment and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Owner. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Owner within such reasonable period of time as specified by the Owner in writing. If the Contractor fails to repair such defect within such period of time specified by the Owner, the Owner may repair such defect or contract for such repairs at the expense of Contractor. The obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

15. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services, including without limitation all state and local licensing and registration requirements.

16. Acceptance Not Waiver. The Owner's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Owner under this Agreement.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

18. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

19. Indemnification; No Waiver of Liability or Immunity. The Contractor agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, and attorneys from any and all damages and liabilities arising from the Contractor's performance of the Scope of Services. As part of this obligation, the Contractor shall compensate the Owner for the time, if any, spent by its legal counsel in connection with such claims or actions. The Contractor's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive or limit the Contractor's liability (either by type of liability or amount).** The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees.

20. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

21. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

22. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between

the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Eagle County.

23. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

24. Annual Appropriation. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

25. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

26. Taxes. The Owner is a governmental entity and is therefore exempt from state and local sales and use tax. The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner. The Contractor shall use the Owner's sales tax exemption for the purchase of any and all products and equipment on behalf of the Owner.

27. Time is of the Essence. All times stated in this Agreement are of the essence.

28. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

29. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

30. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties

to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

31. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

32. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]

OWNER:

**Eagle Valley Transportation Authority, a
quasi-municipal corporation and political
subdivision of the State of Colorado**

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

Shades of Green Lawn Maintenance

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

[See Attached]

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

Tasks to be performed by Shades of Green Lawn Maintenance, with direction and prioritization from Core Transit staff:

1. Snow Plowing, Shoveling, and Ice/Snow Removal:

Clear snow and ice from bus stops and shelters promptly after snowfall. Note that this will require a snowplow to remove snow from the bus pullouts and all bus stops will need hand shoveling around the structures and/or benches.

Ensure pathways to the bus stop are safe and accessible for passengers/riders, including hand shoveling of adjacent sidewalk areas and use of ice treatment products to minimize the potential for slips/falls.

Removal and disposal of accumulated snow as may be necessary.

Provide proposed schedule/timeframe for post-storm snow removal to Core Transit in your proposal.

2. Trash Pick Up and Shelter Cleaning:

Regularly collect and dispose of trash from bus stops and shelters. Provide a proposed schedule to Core Transit in your proposal.

Clean shelters to maintain cleanliness and hygiene standards.

3. Repair of Shelter Structures:

Conduct repairs on shelters as needed, including:

- Lighting repair or replacements, including conventional and solar lighting
- Painting to maintain a good appearance and visibility.
- Replacement or repair of plexiglass and roof materials.
- Repair and replacement of accessories including benches, bike racks, and trash receptacles.

4. Vegetation Removal:

Remove overgrown vegetation around bus stops and shelters to ensure visibility and accessibility.

5. Graffiti Removal:

Promptly remove graffiti from bus stops and shelters to maintain a clean and welcoming environment.

6. Surface Repairs:

Perform repairs on various surfaces such as concrete, asphalt, and gravel around bus stops and shelters to ensure safety and visibility.

7. Installation and Removal of Schedules:

Install and update summer and winter bus schedules as designated stops/shelters, per the schedule provided by Core Transit.

Remove outdated schedules promptly, per guidance from Core Transit.

8. Installation and Removal of Notices and Advertisements:

Install and manage notices and advertisements at bus stops and shelters as per Core Transit directives/requirements.

Remove expired and/or outdated notices and advertisements promptly, as directed by Core Transit.

9. Removal and Installation of Shelters:

In the event a bus shelter is damaged or destroyed, assist with bus shelter removal and installation services, as needed.

Deliverables:

Cleaned and maintained bus stops and shelters throughout the contract period.

Documentation of maintenance activities and repairs performed/completed.

Schedule updates and removal of outdated materials.

Fee Schedule:

<u>Expense Category</u>	<u>Estimated Monthly Expense In Dollars</u>
Snow Plowing/Removal/Shoveling	<u>\$4,000</u>
Trash Removal/Pickup	<u>\$2,500</u>
Shelter/Structure Repair Services	<u>\$3,750</u>
Vegetation Removal	<u>\$ 500</u>
Graffiti Removal	<u>\$ 500</u>
Surface Repairs	<u>\$ 625</u>
Shelter Signage Installation Replacement	<u>\$ 250</u>
Installation/Removal of Notices & Advertisements	<u>\$ 650</u>
Shelter Removal/Installations	<u>\$ 50/hr.</u>
Total:	<u>\$12,775/month</u>



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

Meeting Date: 5/13/2026

SUBJECT: 5311 Grant Agreement for Rural Transit Funding (Expansion Award)

RECOMMENDED ACTIONS: Approve signature of the CDOT/FTA 5311 Grant Agreement

Background

The 5311 Grant Agreement provides federal funding under 49 USC §5311 to support public transportation in rural areas. The grant will fund operations and help ensure reliable transit access for those who depend on our services. We have been awarded an additional \$200,000 (with a \$200,000 required match) on top of our standard annual formula allotment based on recent increases in service and operating expenses.

Attachments:

1. CDOT/FTA 5311 Grant Agreement

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

<p>State Agency Department of Transportation</p> <p>Subrecipient Eagle Valley Transportation Authority dba Core Transit</p> <p>Subaward Agreement Amount</p> <table border="0"> <tr> <td style="padding-left: 20px;">Federal Funds-Operating</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Maximum Amount (50%)</td> <td style="text-align: right;">\$200,000.00</td> </tr> <tr> <td style="padding-left: 20px;">Local Funds-Operating</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">Local Match Amount (50%)</td> <td style="text-align: right;">\$200,000.00</td> </tr> <tr> <td style="padding-left: 20px;">Agreement Total</td> <td style="text-align: right;">\$400,000.00</td> </tr> </table>	Federal Funds-Operating		Maximum Amount (50%)	\$200,000.00	Local Funds-Operating		Local Match Amount (50%)	\$200,000.00	Agreement Total	\$400,000.00	<p>Agreement Number / PO Number Routing #: 26-HTR-ZL-00154 PO #: 491004153</p> <p>Agreement Performance Beginning Date The Effective Date</p> <p>Initial Agreement Expiration Date December 31, 2026</p> <p>Fund Expenditure End Date December 31, 2026</p> <p>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).</p>
Federal Funds-Operating											
Maximum Amount (50%)	\$200,000.00										
Local Funds-Operating											
Local Match Amount (50%)	\$200,000.00										
Agreement Total	\$400,000.00										

Agreement Purpose

In accordance with 49 USC §5311, the purpose of this Agreement is to provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The work to be completed under this 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 (Core Transit)
 3289 Cooley Mesa Road
 PO Box 1070
 Gypsum, CO 81637
 dave.levy@coretransit.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

SUBRECIPIENT
Eagle Valley Transportation Authority dba Core
Transit (Core Transit)

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

By: _____
Rich Carroll, Board Chair

By: _____
Keith Stefanik, P.E., Chief Engineer

Date: _____

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: _____

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.
- H. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **"End of Term Extension"** means the time period defined in **§2.D.**
- J. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **"Extension Term"** means the time period defined in **§2.C.**

- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“FTA”** means Federal Transit Administration.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- P. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- R. **“Initial Term”** means the time period defined in **§2.B**.
- S. **“Master Agreement”** means the FTA Master Agreement document incorporated by reference and made part of FTA’s standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.
- T. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- U. **“Party”** means the State or Subrecipient, and **“Parties”** means both the State and Subrecipient.
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- W. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- X. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- Y. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include but is not limited to PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

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

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

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

- ii. Interest

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

- iii. Payment Disputes

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

- iv. Available Funds-Contingency-Termination

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

- v. Federal Recovery

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

C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been

legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

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

E. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report

specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

7. SUBRECIPIENT RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Subrecipient can establish that Subrecipient

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

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

G. Subrogation Waiver

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

H. Public Entities

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

I. Certificates

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Agreement

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Subrecipient's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this

Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Subrecipient's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES and REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

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

C. Exclusive Property of Subrecipient

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax

Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Federal Provisions

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

U. RESERVED

V. Accessibility

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts

with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2025-5311: Operating - Expansion				
Federal Awarding Agency	Federal Transit Administration (FTA)				
Year of Funding and Federal Funding Source	FFY 2025 FTA-5311				
CFDA Title	Formula Grants for Rural Areas Program				
CFDA #	20.509	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	The Effective Date or January 1, 2026 (whichever is earlier, subject to specific allowance of pre-award costs)				
Start Date					
Subaward/Project Period of Performance and Budget Period	December 31, 2026				
End Date					
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	NA		
Total Project Budget					\$400,000.00
Budget	WBS***	ALI	Federal Funds	Local Funds	Total
Operating	25-11-4045.EVTA.600	30.09.01	50% \$200,000.00	50% \$200,000.00	\$400,000.00
Total Project Amount Encumbered via this Subaward Agreement					\$400,000.00

*This is not a research and development grant.

**The FAIN and/or Federal Award Date are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT's transit awards management system, and will be provided there to Core Transit once obtained.

***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-5311 funds, along with local matching funds, to maintain the existence of public transportation services through the following goals:

1. Enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs;
2. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

3. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and
4. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

This funding is provided to support the services described above from 90-days prior to the contract date through December 31, 2026.

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	Monthly
Submit 5311 Program Measure Report(s) in COTRAMS	Quarterly
Submit DBE Report(s) in COTRAMS	Biannually
Submit Final Reimbursement Request in COTRAMS	1/28/2027

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the End Date of this Subaward Agreement: **December 31, 2026.**

2. 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 or schedule changes;
 - b. Scheduled milestone or completion dates are not met;
 - c. Identification of problem areas and how the problems will be resolved; and/or
 - d. Expected impacts and the efforts to recover from delays.
3. Performance will be measured based on:
 - a. Completion of applicable 5311 Program Measure Reports in COTRAMS, and
 - b. Completion of the annual National Transit Database (NTD) Report.
4. Core Transit shall track and report on performance using the Program Measure Report in COTRAMS:
 - a. Performance measures established for the FTA Section 5311 Program (*Funds Expended, Fare Revenues, Sources of Expended Funds, Service Data, and Volunteer Resources*) .
5. 5311 Program Measure Reports shall be submitted in COTRAMS by Core Transit on or before the following due dates (as applicable to the Effective Date and date of closeout of this Subaward Agreement):
 - a. Quarter 1 due April 28th;
 - b. Quarter 2 due July 28th;
 - c. Quarter 3 due October 28th; and
 - d. Annual Report, including Quarter 4, due January 28th.
6. Core Transit shall assist CDOT with Disadvantaged Business Enterprise (DBE) reporting to FTA by using the biannual FTA DBE Report in COTRAMS to report:

- a. Contracts awarded, payments made, and contracts completed between Core Transit and prime contractors; and
 - b. Contracts awarded, payments made, and contracts completed between Core Transit's prime contractors and their subcontractors.
7. DBE Program Measure Reports shall be submitted in COTRAMS by Core Transit on or before the following due dates (as applicable to the Effective Date and date of closeout of this Subaward Agreement):
- a. Quarter 4 - Quarter 1 (for October 1 - March 31) due April 28th; and
 - b. Quarter 2 - Quarter 3 (for April 1 - September 30) due October 28th.

C. Project Budget

1. The Total Project Budget is \$400,000.00. CDOT will pay no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$200,000.00. CDOT will retain any remaining balance of the federal share of FTA-5311 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 \$200,000.00 (50%) for operating costs, and matching Local Funds \$200,000.00 (50%) for operating costs, 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 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. Allowable Costs

1. 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.
2. Core Transit's operating expenses are those costs directly related to system operations. At a minimum, Core Transit should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If Core Transit elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing.

Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

E. Reimbursement Eligibility

1. Core Transit shall submit invoice(s) on a monthly basis via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Subaward Agreement.
2. Reimbursement requests shall be within the limits of Section D., Allowable Costs, of this Subaward Agreement. Core Transit will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. Core Transit shall submit the final request for reimbursement within forty-five (45) calendar days of December 31, 2026, 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.

F. Training

In an effort 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 in 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.

G. Restrictions on Lobbying

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

H. 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. 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).
5. Core Transit shall obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
6. Core Transit shall advertise its service as available to the general public and shall not explicitly limit service by trip purpose or client type.
7. 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).

8. Core Transit shall ensure subrecipients and/or contractors (if any) comply with FTA Drug and Alcohol Regulations.
9. 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.
10. 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.
11. 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.”
12. Core Transit shall provide transportation services to persons with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
13. 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.
14. 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.
15. Core Transit shall agree to maintain documentation that supports compliance with the ADA and produce said documentation to CDOT upon request.
16. 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 performance data.
17. 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.
18. Core Transit agrees that any incidental use (e.g. meal or package delivery) of any capital assets shall not reduce the quality or availability of its regular public transportation service.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

Subrecipient
Eagle Valley Transportation Authority dba Core Transit

Subaward Agreement Amount

Federal Funds	
Maximum Amount (%)	\$0.00
Local Funds	
Local Match Amount (%)	\$0.00
Agreement Total	\$0.00

Option Letter Number
Insert the Option Number (e.g. "1" for the first option)

Original Agreement Number
Insert CMS number or Other Contract Number of the Original Contract

Option Agreement Number
Insert CMS number or Other Contract Number of this Option

Agreement Performance Beginning Date
The later of the Effective Date or Month, Day, Year

Current Agreement Expiration Date
Month, Day, Year

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

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

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: _____
Name: _____
Title: _____
Date: _____

By: _____
Department of Transportation

Option Letter Effective Date:

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.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
 - 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.
- 4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**
- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
 - 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.
- 5. TOTAL COMPENSATION.**
- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]**9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

- 9.3. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

False or Fraudulent Statements or Claims.

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

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

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

- (d) Access to the Sites of Performance. The Subrecipient agrees to permit, and to require its Third party Participants to permit, FTA and CDOT to have access to the sites of performance of its Award, the accompanying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with State and the U.S. DOT Common Rules.
- (e) Closeout. Closeout of the Award does not alter the record retention or access requirements of this section of the Master Agreement.

3(G) - Federal Changes

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

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

12 - Civil Rights

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

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

(d) Equal Employment Opportunity.

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

- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
- (i) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR chapter 60; and
 - (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- (h) Nondiscrimination on the Basis of Disability. The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
 - (2) Federal regulations and guidance, including:
 - (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;
 - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
 - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
 - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
 - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
 - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
 - (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
 - (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
 - (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609;
 - (x) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
 - (xi) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Incorporation of FTA Terms - 16.a.

- (a) Federal Laws, Regulations, Requirements, and Guidance. The Subrecipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
 - (2) To comply with the applicable U.S. DOT Common Rules; and

- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, "Third Party Contracting Guidance," to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

Energy Conservation - 26.j

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

Applicable to Awards exceeding \$10,000

Section 11. Right of the Federal Government to Terminate.

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

Applicable to Awards exceeding \$25,000

From Section 4. Ethics.

- (a) Debarment and Suspension. The Subrecipient agrees to the following:
- (1) It will comply with the following requirements of 2 CFR part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR part 1200.
 - (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by-
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200;
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180; and
 - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Subrecipients or Third Party Participants.
 - (3) It will review the U.S. GSA "System for Award Management - Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR part 1200.
 - (4) It will that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

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

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

Note: Applicable when tangible property or construction will be acquired

Section 15. Preference for United States Products and Services.

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

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

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

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

for the Agreement. Notwithstanding the preceding sentence, the Subrecipient may return all liquidated damages it receives to its Award Budget for its Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Subrecipient receives FTA's prior written concurrence.

- (d) Enforcement. The Subrecipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

Applicable to Awards exceeding \$100,000 by Statute

From Section 4. Ethics.

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

Section 26. Environmental Protections - Clean Air and Clean Water

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

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

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

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

Applicable to Construction Activities

Section 24. Employee Protections.

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for

construction employees involved in each Project or related activities with federal assistance provided through the underlying Agreement, including the:

- (1) Prevailing Wage Requirements of:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
 - (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 - 3144, 3146, and 3147; and
 - (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
- (2) Wage and Hour Requirements of:
 - (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
 - (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
- (3) "Anti-Kickback" Prohibitions of:
 - (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
 - (ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
 - (iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR part 3.
- (4) Construction Site Safety of:
 - (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and
 - (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

From Section 16

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

From Section 23

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

Section 12 Civil Rights D(3)

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

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

Applicable to Nonconstruction Activities

From Section 24. Employee Protections

- (b) Awards Not Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act,

40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

Applicable to Transit Operations

- a. Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Subrecipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
- (1) U.S. DOL Certification. When its Awarded, the accompanying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 - 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Subrecipient agrees that the certification issued by U.S. DOL is a condition of the underlying Agreement and that the Subrecipient must comply with its terms and conditions.
 - (2) Special Warranty. When its Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Subrecipient agrees that its U.S. DOL Special Warranty is a condition of the underlying Agreement and the Subrecipient must comply with its terms and conditions.
 - (3) Special Arrangements for Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Subrecipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subagreement participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by- case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Section 28. Charter Service.

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

Section 29. School Bus Operations.

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

From Section 35 Substance Abuse

c. Alcohol Misuse and Prohibited Drug Use.

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

Applicable to Planning, Research, Development, and Documentation Projects**Section 17. Patent Rights.**

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

Section 18. Rights in Data and Copyrights.

- (a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying Agreement.
- (b) *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the Agreement:
- (1) *Prohibitions.* The Subrecipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) *Exceptions.* The prohibitions do not apply to publications or reproductions for the Subrecipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) *Federal Rights in Data and Copyrights.* The Subrecipient agrees that:
- (1) *General.* It must provide a license to its "subject data" to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes, and
 - (2) *U.S. DOT Public Access Plan - Copyright License.* The Subrecipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Subrecipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Subrecipient and its Third Party Participants. Therefore, the Subrecipient agrees that:
- (1) *Publicly Available Report.* When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Agreement that FTA may publish or make available for publication on the Internet.
 - (2) *Other Reports.* It must provide other reports related to the Award that FTA may request.
 - (3) *Availability of Subject Data.* FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) *Identification of Information.* It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) *Incomplete.* If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes "subject data" and must be delivered as the Federal Government may direct.
 - (6) *Exception.* This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Subrecipient's use and acquired with FTA capital program assistance.
- (e) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Subrecipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Agreement are program income and must be used in compliance with federal applicable requirements.
- (f) *Hold Harmless.* Upon request by the Federal Government, the Subrecipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability,

including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) *Data Developed Without Federal Assistance or Support.* The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- (i) *Requirements to Release Data.* The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
 - (2) The U.S. DOT Common Rules,
 - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howto comply.html>, or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Agreement, and any Amendments thereto.

Miscellaneous Special Requirements

From Section 12. Civil Rights.

- (e) *Disadvantaged Business Enterprise.* To the extent authorized by applicable federal laws, regulations, or requirements, the Subrecipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Agreement as follows:
 - (1) *Statutory and Regulatory Requirements.* The Subrecipient agrees to comply with:
 - (i) Section 11101(e) of IIJA;
 - (ii) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR part 26; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
 - (2) *DBE Program Requirements.* A Subrecipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 the requirements of 49 CFR part 26.
 - (3) *Special Requirements for a Transit Vehicle Manufacturer (TVM).* The Subrecipient agrees that:
 - (i) *TVM Certification.* Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR part 26; and
 - (ii) *Reporting TVM Awards.* Within 30 days of any third party contract award for a vehicle purchase, the Subrecipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Subrecipient must also submit

additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

- (4) **Assurance.** As required by 49 CFR § 26.13(a):
- (i) **Recipient Assurance.** The Subrecipient agrees and assures that:
 - (A) It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR part 26;
 - (B) It must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
 - (C) Its DBE program, as required under 49 CFR part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
 - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (ii) **Subrecipient / Third Party Contractor / Third Party Subcontractor Assurance.** The Subrecipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR part 26;
 - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
 - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of subparagraph 12.e(4)(b) (of FTA MA(23)) is a material breach of their subagreement, third party contract, or third party subcontract, as applicable; and
 - (D) The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) **Remedies.** Upon notification to the Subrecipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

From Section 12. Civil Rights.

- (h) **Nondiscrimination on the Basis of Disability.** The Subrecipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:
- (1) Federal laws, including:
 - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities;
 - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
 - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
 - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

- (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR part 37;
 - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR part 1192 and 49 CFR part 38;
 - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR part 39;
 - (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR part 35;
 - (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR part 36;
 - (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR part 1630;
 - (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR part 64, Subpart F;
 - (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR part 1194;
 - (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR part 609,
 - (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
 - (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement.

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

State Requirements

Section 37. Special Notification Requirements for States.

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

EXHIBIT E, VERIFICATION OF PAYMENT

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

Verification of Payment -

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

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

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

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

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

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

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



To: The Core Transit Board

From: Dayana Herr, Marketing, Communications & Customer Service Manager.

Meeting Date: 05/13/2026

SUBJECT: Eagle County Fair & Rodeo In-Kind Sponsorship Request

RECOMMENDED ACTIONS: Approve in-kind sponsorship for the Eagle County Fair & Rodeo up to a maximum of \$12,000 in donated transit service over four days.

BACKGROUND:

The annual Eagle County Fair & Rodeo, organized by the Fairgrounds team at Eagle County Government, will take place July 22-25.

This long-standing event in Eagle, Colorado, features PRCA rodeo competitions, 4-H shows, live music, a carnival, and family-friendly fun that celebrates the area's western roots.

Core Transit has supported this event for the past two years, continuing a long-standing tradition of providing shuttle service between parking areas and the main rodeo grounds. This builds on the foundation established by ECO Transit and reflects an ongoing commitment to serving the community. Eagle County Government is requesting similar support again this year, and our operations team has confirmed that up to two vehicles may be possible, with final determination to be made closer to the event based on staffing and equipment.

Based on the requested level of service, the estimated total value of this in-kind donation is up to \$12,000 over four days.



Core Transit's donation policy allows for discretionary staff approval of up to \$2,500 in donated transit services. As this request exceeds that threshold, it is being brought forward for Board consideration. Staff believes this request warrants approval given the scale and impact of the event, as well as Core Transit's continued role in supporting it.

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

1. Minimum of 8 mixed media impressions throughout Fair & Rodeo marketing campaign
2. 2 Radio ad mentions as Event Sponsor
3. 2 social media mentions as Event Sponsor
4. 4 TV mentions as Event Sponsor
5. Sponsor flag to be displayed within the grandstand area
6. Rodeo Arena banners
7. Fairgrounds banners, outside rodeo grounds
8. 30-second ad played before/after rodeo on video board
9. Commercial announcement at each rodeo
10. Logo on Event electronic screen
11. Logo placement on the scoreboard Sponsors banner
12. Logo on Fair & Rodeo staff/volunteer t-shirts
13. Logo on Sponsor webpage
14. Logo in Vail Daily "Thank You" ad
15. Includes 62 total tickets for the PRCA performances on Wednesday through Saturday.

Sponsoring the Eagle County Fair & Rodeo presents a strong opportunity to showcase the value and visibility of public transit in our region. The majority of attendees rely on Core Transit's shuttle service to access the main rodeo arena, making our presence highly visible and essential to the event experience. This provides a unique platform to demonstrate how transit supports community events and connects people with ease, comfort, and sustainability.

Our presence at the Fair & Rodeo reinforces our role as a dependable, community-focused transit provider while creating meaningful opportunities to engage with riders in a celebratory setting. In addition,



this partnership is valuable to staff, who receive tickets to attend the event and experience this important community tradition firsthand.

Core Transit recognizes the long-standing partnership established through ECO Transit and is proud to continue partnering with Eagle County Government. Staff is seeking approval for up to \$12,000 in donated service to support up to two buses over four days, pending confirmation of available resources from the operations team.

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

ATTACHMENTS:

None



To: The Core Transit Board

From: Aryn Schlichting, Director of People and Culture

Meeting Date: 05/13/2026

SUBJECT: Core Transit Employee Culture Presentation

RECOMMENDED ACTIONS: Information and Discussion

Background

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

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. Core Transit Culture Analysis and Goals Presentation

Culture Report and Goals

Presented by:

Aryn Schlichting

Director of People & Culture

aryn.schlichting@CoreTransit.org

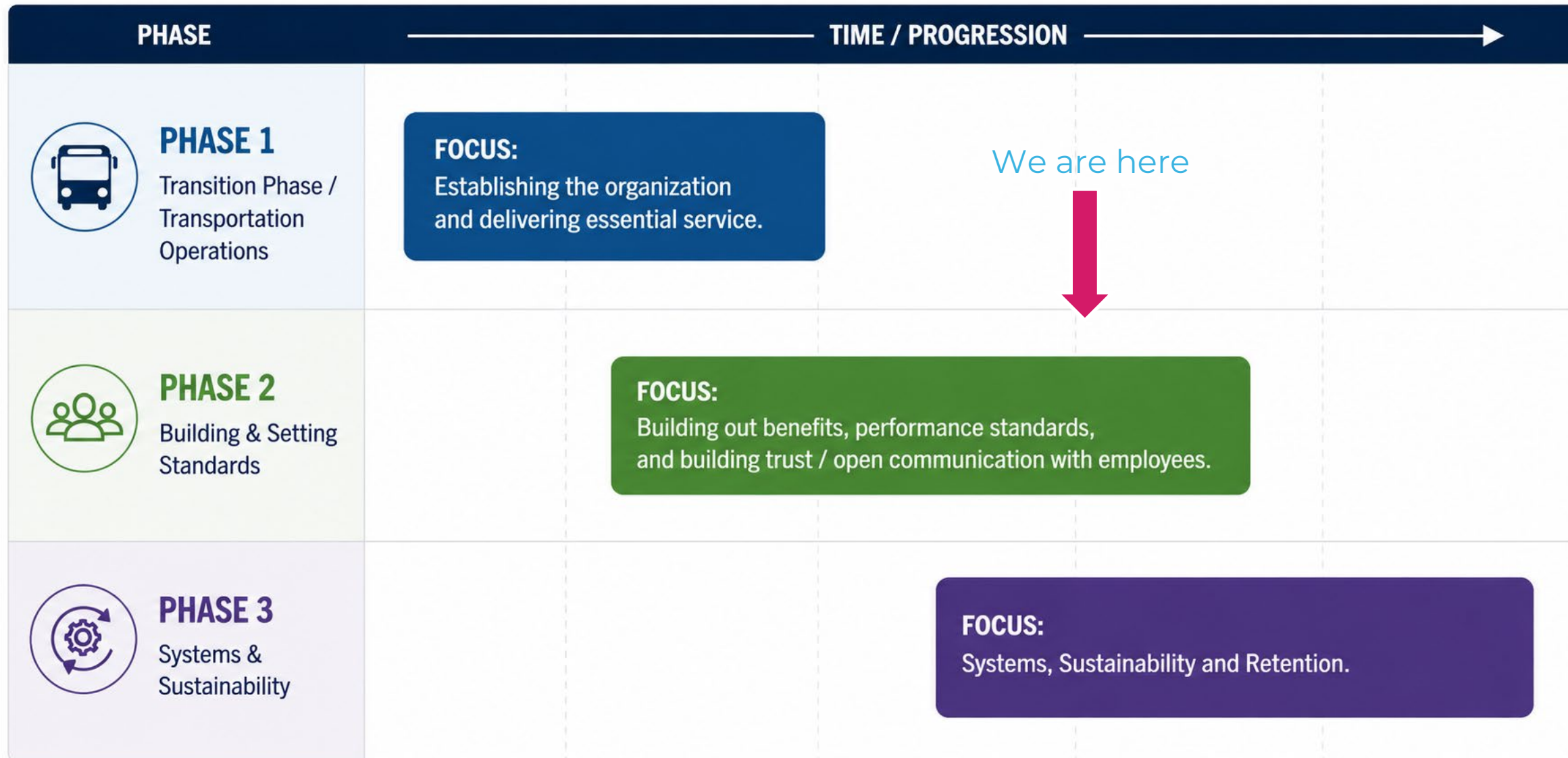
May, 13 2026



**CORE
TRANSIT**

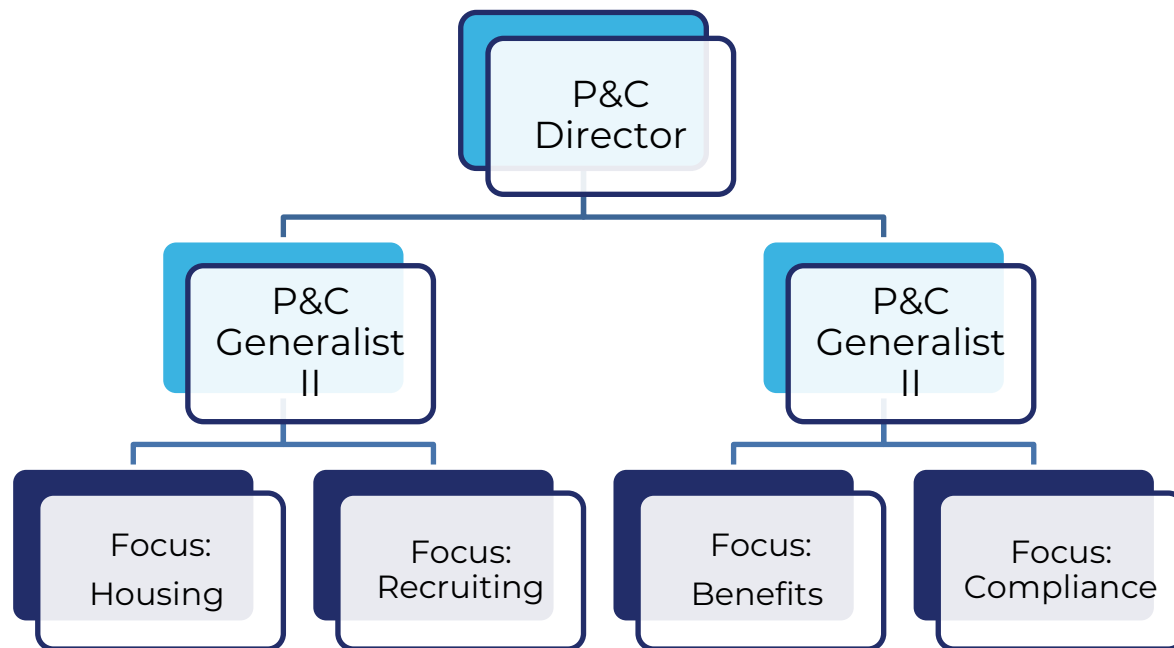
Core Transit Organizational Evolution

Illustrative framework of our organizational phases of growth



People & Culture at a Glance

Our Team



Areas of Oversight



2025 Numbers and Trends

107

Average #
Employees

59

Total New Hires

56%

12-Month Full-Time
Employee Turnover

\$13.1 M

Total Wages &
Benefits Cost

Quality staff resulted in 99% service trip completion rate in 2025



2024 Employee Feedback → 2025 Organizational Improvements

What Employees Said	Organizational Response	Outcome / Impact
“We don’t feel connected to leadership”	Hosted open houses, safety meetings, shared meals, and celebrations	Increased trust and improved morale
“Buses are uncomfortable and unreliable.”	Improved bus comfort and maintenance processes	More reliable fleet, better driver experience
“Schedules and breaks are tough.”	Redesigned schedules and improved break policies	Reduced burnout, better work-life balance
“Training is inconsistent.”	Implemented de-escalation training, driver re-certification training annually, added supervisor training	More consistency, safer operations
“Safe driving should be recognized.”	Introduced performance bonuses and fair accountability systems	Increased motivation and perception of fairness



Employee Surveys

Onboarding Survey

Employees are drawn to Core Transit

- 18% of Bus Operators rehires
- Strong benefits and stability
- Positive culture
- Community impact
- Colorado lifestyle
- Long-term career potential

Exit Survey

Key Drivers of Bus Operator Turnover

- 75% Voluntary, 25% Involuntary
- External life circumstances
- Relocation/family needs
- Career advancement opportunities
- Seasonal employment patterns
- Work schedule did not meet their lifestyle



Employee Survey Insights



Category	2024 (% Positive)	2025 (% Positive)	Change Year to Year
Confidence Making Decisions	-	89%	
Team Effectiveness	-	84%	
Pride / Recommend Employer	60%	83%	+23%
Feel Supported in Role	69%	78%	+9%
Plan to stay at Core Transit	-	67%	
Comfortable Sharing Feedback	50%	66%	+16%
Overall Average Score	60%	78%	+18%



What we're hearing:

- Pride in **servicing the community** and helping keep people moving.
- Strong **teamwork** and support from coworkers and leadership.
- Positive **job stability, pay,** and career opportunities.
- New employees feel **welcomed** and proud to join the organization.
- A few concerns about increasing rules and workplace changes.



Areas of Continuous Improvement

We remain focused on advancing in these areas and building processes employees can trust.



Employee Voice & Support

- Act on driver feedback
- Provide clear guidance
- Back employees in operations



Training, Tools & Information

- Expand hands-on training
- Improve technology and equipment
- Strengthen rider and driver information



Safety & Infrastructure

- Upgrade stops and facilities
- Maintain and modernize fleet
- Enhance rider education



EMPLOYEE JOURNEY: KEY TOUCHPOINTS

A CONSISTENT, SUPPORTIVE, TRANSPARENT EXPERIENCE THAT DRIVES RETENTION, PERFORMANCE & GROWTH

1



TWO INTERVIEWS

2



ONBOARDING

3



4-6 WEEKS OF TRAINING

4

FOUNDATIONAL SYSTEMS SUPPORTING EVERY STAGE



EMPLOYEE HANDBOOK



LAWS & COMPLIANCE



OPERATOR MANUAL

5



DAILY DIRECT SUPPORT + WEEKLY CHECK-IN

6



QUARTERLY ALL-STAFF MEETINGS (IN PERSON)

7



PERFORMANCE INSIGHTS MEETING (1:1 WITH MANAGER)

8



ANNUAL EMPLOYEE SURVEY

8



EXIT SURVEY



Now: Goals for 2026

- Develop organization-wide training structure
- Supervisor Manual for consistency & transparency
- Team-Based Problem Solving training
- Review of Benefit plans for sustainability



Next: Goals 2027

- Develop a flexible workforce strategy that balances service, labor efficiency/cost control, and employee experience.
- Implementation of organizational-wide training
- Bi-annual compensation analysis and retirement plan analysis

How do we track progress?

- Recruitment data and turnover
- Organizational effectiveness (service delivery, accident rates, internal complaints)
- Annual employee survey, onboarding survey & exit surveys
- Ongoing feedback in daily operations, quarterly meetings, and driver committee





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

Meeting Date: 5/13/2026

SUBJECT: Board Retreat Recap

RECOMMENDED ACTIONS: Information and Discussion

Background

The Core Transit Board's annual strategic planning retreat was held on March 18 from 8:30am to 3:30 pm at the Eagle Valley Land Trust building in Edwards. The retreat featured active engagement by all seven primary Board members; alternates from Beaver Creek, Eagle, Minturn, and Eagle County; and Core Transit staff.

Previous retreats were focused on drafting the organization's interim and then 5-Year Strategic Plans. With a 5-Year Plan now in place, the emphasis for this retreat was on reflection and institutional development. As the organization moves from its start-up phase to maturity, we can expect to see turnover in Board and organizational leadership. By documenting what has been working well so far, identifying gaps, and codifying expectations and procedures we can build a strong foundation to weather future change and challenges.

The first hour of the retreat featured a discussion of Board/Staff relations, led by Eagle County Manager Jeff Shroll, along with a review of the Board's responses to a self-assessment survey. The first actionable outcome of this session was consensus around a process for formalizing board-approved advisory committees. A resolution establishing three committees, consistent with this new process, are included on this meeting's agenda. A second actionable outcome was



the identification of several areas where staff can better support the Board in carrying out its responsibilities. These include developing a Board orientation program (already in process), strengthening the Board's role in formulating and communicating the agency's strategic direction, and developing opportunities for Board advocacy in support of the Core Transit system.

The second portion of the retreat included a guest presentation from RFTA CEO Kurt Ravenschlag on regional decision-making in transportation, followed by in-depth discussion among participants about how we should prioritize our investments in a world of finite resources. Based on this discussion, Core Transit staff have developed a draft decision-making tool (Attachment 1) to aid in preparing items for Board consideration. The tool groups the priorities highlighted by the Board into several thematic areas, then guides staff through a series of questions and considerations that should be explored and factored into their final recommendations. The goal is to improve alignment with Board priorities and facilitate productive and efficient discussions. This tool will be distributed to staff and actively used to assist with development of their 2027 budget requests.

The final portion of the retreat focused on refining the review processes for the two positions hired and reviewed by the Board - the Executive Director and Legal Counsel. Draft documentation based on this discussion is currently under review by the personnel committee. The expectation is that these reviews will take place in June, consistent with the updated process.

Attachments:

1. Draft Project Prioritization Tool

PRIORITY THEMES

Global Factors

Requestor Profile

Strategic Alignment

Specificity of alignment / need

Is alignment with near term or longer-term priority

Complementary or redundant to current or planned actions

Is there a measurable outcome

Program or Project

Regionality

Does it comply with IGA

How many jurisdictions affected / scalability

System integration / connection points

RTA membership / value to RTA

Economic Impact

Ridership Impact

Topline growth estimate

How are current riders affected

How are other systems affected

Alternative solutions or mitigation strategies

Opportunity Cost

Rider Experience

Existing pain point (do we need it)

Degree of impact

Does it support ridership growth or prevent loss

Alternative solutions or mitigation strategies

Employee and Organization Impacts

Financial Details

Cost sharing / funding structure

Core's cost

Does it fit within budget or allowances

One-time or recurring



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

Meeting Date: 5/13/2026

SUBJECT: Town of Avon Summer Shuttle Funding Request- Revised

RECOMMENDED ACTIONS: Approve a contribution of \$15,314 towards the Avon-Beaver Creek Summer Shuttle

Background

At the April Board meeting, the Town of Avon submitted a request for Core Transit to assist with funding a new Avon-Beaver Creek summer shuttle. The Board declined to fund the proposal as presented and directed staff to work with the Town of Avon to come up with mutually agreeable revisions.

A revised proposal based on these conversations is included as an attachment. Changes include a more focused route with increased frequencies; coordinated public information; and a reduced Core Transit cost share.

Staff Recommendation:

Core Transit staff recommend the Board approve a contribution of \$15,314 towards the Avon-Beaver Creek Summer Shuttle.

Attachments:

1. Revised Avon-Beaver Creek Summer Shuttle Proposal

TO: The Eagle Valley Transportation Authority d/b/a
Core Transit Board
FROM: Mike Jackson, PW Director and
Jim Shoun Mobility Manager, Town of Avon
RE: Avon-Beaver Creek Connector Bus Route
DATE: April 21, 2026



Summary: Staff propose a summer Avon–Beaver Creek Connector operating May 23 through September 13, 2026, providing 20-minute service from 6:30 a.m. to 10:00 p.m. between Avon Station and the Beaver Creek Covered Bridge. Board action is requested to authorize Core Transit’s \$15,314 contribution (one-third) toward the \$45,942 local match required for the 80% CTE SB-230 grant (\$183,768).

Updated Service Proposal (Avon–Beaver Creek Connector): At the request of the EVTA Board and Core Transit staff, Town of Avon staff refined the proposed route and service plan to better align with Core Transit’s mission and 10-year plan. The updated route provides direct service between Avon Station and the Covered Bridge in Beaver Creek. Proposed service would operate at 20-minute frequency from 6:30 a.m. to 10:00 p.m., May 23 through September 13, 2026.

Funding and Financials:

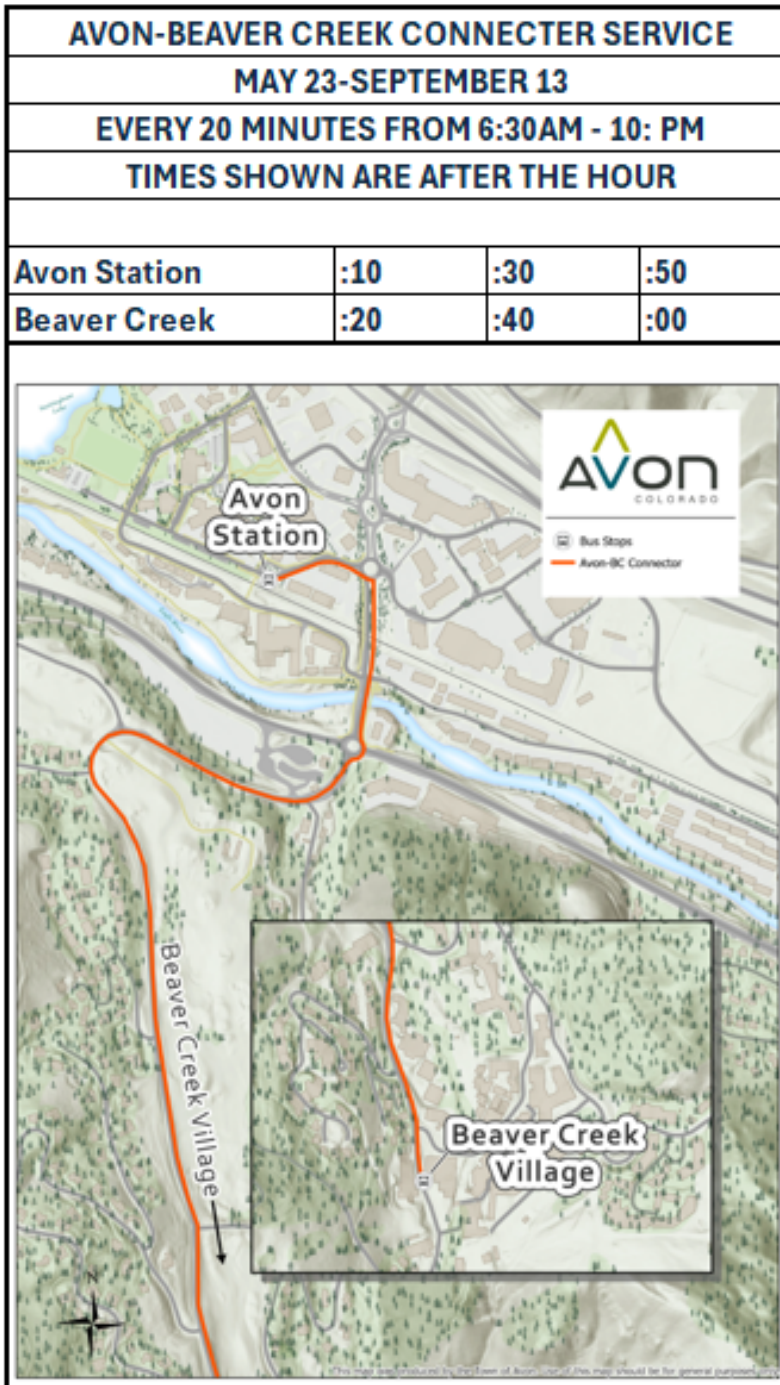
Item	Detail
CTE(SB-230) grant award (80%)	\$183,768
Required local match (20%)	\$45,942
Total program cost	\$229,710
Requested Core Transit 1/3 local match	\$15,314

Decision Request: Town of Avon staff request that the Core Transit Board authorize participation in the CTE SB-230 funded Summer Connector by funding one-third of the required **\$45,942** local match. Core Transit’s share for the 2026 season would be **\$15,314**. Avon and Beaver Creek would fund the remaining two-thirds of the local match. This request is expected to recur annually, subject to future board appropriations and program performance. Avon and Beaver Creek will continue to fund the winter skier shuttle and restaurant shuttle (\$317,000 for the 2025–2026 season).

Respectfully submitted, Mike Jackson and Jim Shoun

ATTACHMENT A: Map and Schedule of Proposed Route

ATTACHMENT A:





To: The Core Transit Board
From: Scott Robinson, Deputy Director
Meeting Date: 05/13/2026

SUBJECT: IT, Personnel, & Finance Committee Resolutions

RECOMMENDED ACTIONS: Approve Resolutions 2026-03, 2026-04 and 2026-05, Authorizing the Appointment of Personnel Committee Members as presented and appointing board members to the IT and Finance Committees.

Background

State statute authorizes the Board to appoint advisory committees and define their duties. The Authority's bylaws authorize the Board to establish advisory committees as needed to support its work. The bylaws require that any committee established by resolution clearly define its purpose, timeline and authority

The proposed resolutions establish three committees to support the Authority's work in information technology, financial oversight and personnel matters.

At the April board meeting the board provided direction for staff to include Director Jeanne McQueeney and Director Bryan Woods in the attached personnel resolution.

Staff are requesting Board approval to formally establish three advisory committees to support governance and oversight in key operational areas: information technology, financial management and personnel. These committees are intended to provide focused review and recommendations to the Board while maintaining appropriate separation from staff operations

Discussion:

Staff request the board discuss which Directors should be appointed to



the IT and Finance Committees per the attached resolution guidelines on membership.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. Resolution 2026-03 – IT Committee Resolution, 2026-04 – Personnel Committee, 2026-05 – Finance Committee

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2026-03

**AUTHORIZING THE CREATION OF THE
IT COMMITTEE**

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

WHEREAS, pursuant to Section 43-4-604(3)(h), C.R.S., the Board of Directors (the “Board”) has the authority to appoint advisory committees and define the duties thereof; and

WHEREAS, pursuant to the Authority’s Bylaws, the Board may establish committees as it deems necessary or beneficial to assist in its work, and such resolutions shall state the purpose, timeline, and authority of each committee; and

WHEREAS, the Board finds that the creation of a IT Committee is necessary and beneficial to support the Authority’s work related to Information Technology & Intelligent Transit Systems

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority that:

1. Creation of Committee.

The Board hereby establishes the IT Committee (the “Committee”).

2. Purpose.

The purpose of the Committee is to provide policy guidance, financial oversight, and strategic direction related to the Authority’s information technology systems and investments, ensuring alignment with organizational goals while maintaining appropriate separation from operational management responsibilities.

3. Scope and Authority.

The Committee is authorized to review and provide recommendations to the Board regarding information technology policies, financial planning, and strategic direction, including major initiatives, investments, and risk considerations.

The Committee shall serve in an advisory capacity only and shall not exercise decision-making authority or direct Authority staff. Operational management, implementation, and administration of information technology systems shall remain the responsibility of the Executive Director and Authority staff.

The Committee's work shall focus on supporting the development of foundational information technology governance, financial frameworks, and strategic direction appropriate for a developing organization.

4. Membership.

The following Directors are hereby appointed to serve on the Committee:

- TBD
- TBD

Committee members shall serve until:

- Their successors are appointed, OR
- Removal or resignation.

5. Committee Chair.

The Chair of the Committee shall be: Lance Trujillo, Director of Innovation & Information Technology

6. Meetings and Reporting.

The Committee shall meet as necessary to fulfill its responsibilities and shall report its findings and recommendations to the Board at such times as directed by the Board or Committee Chair.

7. Duration / Timeline.

The Committee is established as a temporary body and shall continue until the Board determines that the Authority has achieved a stable and sustainable information

technology framework, including the adoption of core policies and implementation of the Clever Devices Modernization Project.

8. Staff Support.

The Authority may provide staff support to assist the Committee in carrying out its duties.

9. Severability.

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

10. Effective Date.

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

ADOPTED AND APPROVED this 13th day of May, 2026.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Rich Carroll, Board Chair

ATTEST:

Amy Burford, Secretary

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2026-04

AUTHORIZING THE CREATION OF THE PERSONNEL COMMITTEE

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

WHEREAS, pursuant to Section 43-4-604(3)(h), C.R.S., the Board of Directors (the “Board”) has the authority to appoint advisory committees and define the duties thereof; and

WHEREAS, pursuant to the Authority’s Bylaws, the Board may establish committees as it deems necessary or beneficial to assist in its work, and such resolutions shall state the purpose, timeline, and authority of each committee; and

WHEREAS, the Board finds that the creation of a Personnel Committee is necessary and beneficial to support the Authority’s work related to organizational benefits, compensation structures, Executive Director review process and select People & Culture initiatives that require board approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority that:

1. Creation of Committee.

The Board hereby establishes the Personnel Committee (the “Committee”).

2. Purpose.

The Board-appointed Personnel Committee is established to provide structured oversight and advisory input on organizational benefits, compensation structures, the Executive Director’s formal performance review, and select People & Culture initiatives requiring Board approval. The Committee supports early alignment with Board priorities by contributing to the development of proposals and promoting transparency and consistency prior to presentation to the full Board.

The Committee also serves to enhance communication and collaboration between management and the Board while maintaining appropriate governance boundaries.

3. Scope and Authority.

The Personnel Committee serves in an advisory capacity only and does not hold decision-making authority. All final decisions, approvals, and policy adoptions remain solely with the full Board of Directors.

Within this role, the Committee may provide feedback and guidance to ensure alignment with Board priorities and organizational strategy, and support the development of recommendations prior to submission for full Board consideration.

The Committee shall not direct Authority staff. Operational management and implementation remain the responsibility of the Executive Director and Authority staff.

4. Membership.

The following Directors are hereby appointed to serve on the Committee:

Jeanne McQueeney
Bryan Woods

Committee members shall serve until:

- Their successors are appointed, OR
- Removal or resignation.

5. Committee Chair.

The Chair of the Committee shall be:

Aryn Schlichting, Director of People & Culture

6. Meetings and Reporting.

The Committee shall meet as necessary to fulfill its responsibilities and shall report its findings and recommendations to the Board at such times as directed by the Board or Committee Chair.

7. Duration / Timeline.

The committee will remain in effect until the board determines it is no longer necessary.

8. Staff Support.

The Authority may provide staff support to assist the Committee in carrying out its duties.

9. Severability.

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

10. Effective Date.

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

ADOPTED AND APPROVED this 13th day of May, 2026.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Rich Carroll, Board Chair

ATTEST:

Amy Burford, Secretary

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2026-05

**AUTHORIZING THE CREATION OF THE
FINANCE COMMITTEE**

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

WHEREAS, pursuant to Section 43-4-604(3)(h), C.R.S., the Board of Directors (the “Board”) has the authority to appoint advisory committees and define the duties thereof; and

WHEREAS, pursuant to the Authority’s Bylaws, the Board may establish committees as it deems necessary or beneficial to assist in its work, and such resolutions shall state the purpose, timeline, and authority of each committee; and

WHEREAS, the Board finds that the creation of a Finance Committee is necessary and beneficial to support the Authority’s work related to providing oversight of the Authority’s financial health.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority that:

1. Creation of Committee.

The Board hereby establishes the Finance Committee (the “Committee”).

2. Purpose.

The purpose of the Committee shall be to:

- Assist the Board in fulfilling its oversight responsibilities related to the financial affairs of the Authority.

- Review and monitor the Authority’s financial condition, budget performance, and long-term financial sustainability.
- Review financial policies and recommend updates or new policies to the Board.
- Support the Board in safeguarding Authority’s assets and ensuring proper internal controls.
- Assist in oversight of audits, financial reporting, and regulatory compliance.
- Provide recommendations regarding investments, reserves, debt, banking relationships, and capital planning.
- Review financial risks and recommend strategies to mitigate such risks.
- Ensure compliance with applicable laws, regulations, grant requirements, and Board-adopted financial policies.

3. Scope and Authority.

The Committee is authorized to:

- Review periodic financial statements, budget-to-actual reports, and other financial information.
- Review and recommend the annual operating and capital budgets to the Board for approval.
- Review financial policies, internal controls, and fiscal procedures and recommend changes to the Board.
- Review audit findings, management letters, and responses to auditor recommendations.
- Monitor revenues, expenditures, reserves, and financial trends.
- Monitor compliance with applicable financial laws, regulations, grant requirements, and Board policies.
- Recommend banking, investment, reserve, and debt management strategies to the Board.
- Perform other financial oversight duties assigned by the Board.

The Committee shall serve in an advisory capacity to the Board and shall not exercise decision-making authority unless otherwise expressly authorized by resolution.

4. Membership.

The Committee shall consist of up to two members appointed by the Board.

Membership should include:

- Up to two members of the Board of Directors
- Board Treasurer
- Director of Finance

The following Director(s) are hereby appointed to serve on the committee:

- TBD
- TBD

Committee members shall serve until:

- Their successors are appointed, OR
- Removal or resignation.

5. Committee Chair.

The Chair of the Committee shall be Sanjok Timilsina, Director of Finance

6. Meetings and Reporting.

The Committee shall meet as necessary (at least annually) to fulfill its responsibilities and shall report its findings and recommendations to the Board at such times as directed by the Board or Committee Chair.

7. Duration / Timeline.

The Committee shall continue until dissolved by the Board.

9. Severability.

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

10. Effective Date.

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

ADOPTED AND APPROVED this 13th day of May, 2026.

EAGLE VALLEY TRANSPORTATION AUTHORITY

Rich Carroll, Board Chair

ATTEST:

Amy Burford, Secretary



Core Transit
Monthly Admin Board Report
Reporting Month: May 2026



Name: Sanjok Timilsina

Month: May 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
YTD	\$4,545,597	\$4,577,157	\$4,537,020	\$4,405,006
April	\$1,615,388	\$1,624,609	\$1,610,363	Expected by 5/8
May	\$654,318	\$711,784	\$705,543	
June	\$606,827	\$616,684	\$611,276	
July	\$863,012	\$871,769	\$864,125	
August	\$1,104,288	\$1,142,479	\$1,132,461	
September	\$984,213	\$1,026,979	\$1,017,973	
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	\$4,405,006

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	Expected by 5/15
YTD		\$4,578,521	\$4,387,379	\$4,343,873*
April		\$759,212	\$727,517	
May		\$671,919	\$643,868	
June		\$921,475	\$883,006	
July		\$1,169,899	\$1,121,058	
August	\$948,653	\$1,069,988	\$1,025,319	
September	\$962,818	\$1,034,204	\$991,029	
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	\$4,343,873*

Eagle county accrues their sales tax collection back by two months. The amount shown above is the gross amount of tax collected. The expense associated with the 1% treasurer fees is shown in the treasurer fee expense line item in department 50.

**The total balance includes accrual for March. It is presented this way so that it matches the financial statement number.*

March 2026 Financial Summary

Expenditures:

As of March 2026, General Fund operating expenditures are favorable to the budget by \$275k. Majority of the favorable result is due to savings in

fleet maintenance department (\$93k) and admin department (\$86k). 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 excessive bus malfunctions and more costly repairs. Admin department savings are mainly because of the timing of the budgeted expenditure.

There are positive trends across majority of the other departments. YTD expenditures represented 24% of the operating budget, excluding transfers.

There is \$160k savings in the Capital fund mainly due to timing of the budgeted expenditures.

Revenue:

Revenues represent approximately 34% of the revenues projected for the entire year's budget. Revenue is unfavorable to budget by \$334k as of March 2026. It is mainly because of lower than anticipated sales tax revenue. Unfavorable revenue is also attributable to timing of the SEC 5311 grant. The staff have submitted the reimbursement request and expect to receive the funds in the month of May.

Bottom-line:

Overall, the Authority ended the month of March with \$116k favorable revenue over expenditure which includes unfavorable result in the General Fund by \$59k, and favorable results in the Capital Fund by \$160k and the housing fund by \$16k. Unfavorable result in the General fund is a timing issue which will be fully recovered when we receive the SEC 5311 grant reimbursement.

Key Highlights:

- FY 2025 annual audit
- Operating bank transition

- Contingency budget plan

Impact, Outcome, and Strategic Alignment

The annual financial audit for FY 2025 is progressing as planned. Our auditors, Haynie & Company, have been conducting fieldwork over the past several weeks. Per the State law, a local government should submit the final audit report to the Office of State Auditor (OSA) by July 31. We will be able to present the audit in the July board meeting. These efforts align with **Goal 3: Be safe, trustworthy, and accountable.**

At the April board meeting, the Board approved to switch our operating bank from FirstBank to NBH Bank (Community Banks of Colorado). Staff have started the transition process. The agreement has been signed. Staff will spend the month of May completing all required bank-side setup activities as well as setting it up in our accounting system.

Over the past several months, staff have been working on developing a contingency budget plan in response to the current uncertain economic environment. As of March, sales tax revenue is unfavorable to budget. Additionally, in the last month, fuel prices have gone up significantly, which may result in fuel expenses exceeding the approved budget.

There have been several discussions with all the department heads to assess the potential impact of unfavorable financial performance and to identify areas of controllable expenditures. As a proactive measure, staff have developed a contingency budget plan based on a potential 5% decline in sales tax revenue. The approach prioritizes maintaining current service levels and supporting employee satisfaction, ensuring that the organization's strategic objectives remain unchanged.

Since the YTD actual loss of revenue will be covered by the additional revenue from SEC 5311 grant and interest revenue, staff have not implemented the contingency budget plan yet. Staff will continue to closely monitor revenue and expenditure trends and will update the Board as additional information becomes available.

Looking Ahead

- FY 2025 annual audit
- Operating bank transition

NAME: Dayana Herr

MONTH: May 2026

MARKETING, COMMUNICATIONS & CUSTOMER SERVICE MANAGER REPORT

Key Highlights:

- Successfully launched the Summer 2026 Schedule
- Participated in Climate Action Week pop-ups and began community event season
- Continued progress on the Rider Education Campaign
- Advanced planning for VTC office relocation

Impact, Outcome, and Strategic Alignment:

The Summer 2026 Schedule launch was completed successfully, with strong coordination across departments to ensure a smooth rollout. Communications included promotion of new stops, service updates, and rider tools to help with trip planning. This work supports Strategic **Goal 3:** Be safe, trustworthy, and accountable by ensuring information provided to riders is accurate and easy to understand.

During Climate Action Week, the team partnered with Walking Mountains (Climate Action Collaborative) and the Town of Vail (Sole Power+) to host four rider pop-ups at key bus stops. Staff engaged with approximately 250 riders, answered questions about the new schedule, and promoted available rider tools. We also began participation in seasonal community events, including Fiesta de Sostenibilidad, with additional events already scheduled throughout May and June. This effort supports Strategic **Goal 5:** Best Serve Our Community.



Work continues on the Rider Education Campaign. The next set of interior bus banners is being finalized for printing and installation across the remaining fleet. Early feedback from both riders and staff has been positive, supporting clearer onboard communication and rider expectations. This initiative supports Strategic **Goal 4:** Improve the Transit Experience.



We are coordinating with the Town of Vail on the relocation of the Vail Transportation Center office to a larger space. Construction began in mid-April, and operations will remain in the current office until the new space is ready. The updated office will provide a more functional workspace for the customer service team and staff utilizing the facility.

In the news/Blog Post

- [Statement Regarding Traffic Collision on Friday, April 24.](#)
- [I-70 reopens in Avon, Edwards following Core Transit bus crash](#)
- [Eagle County Commons shows off new 'one-stop shop' for wide range of services in Edwards](#)
- [County's Avon Annex done May 3, with services shifting to Eagle County Commons in Edwards](#)

Looking Ahead:

- Continue coordination and participation in community events throughout the summer
- Finalize and complete installation of remaining Rider Education Campaign materials
- Complete the VTC office relocation
- Prepare and present the Annual Marketing, Communications, and Customer Service Board Presentation in June

NAME: Aryn Schlichting

MONTH: May 2026

DIRECTOR OF PEOPLE & CULTURE REPORT

Key Highlights:

- Advanced key organizational projects, including training and research on sustainable benefits options.
- Added additional single occupancy living options for our staff.

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	FEB	MARCH	APRIL
NEW HIRES	2	2	2
SEPARATIONS	7	3	2
NET CHANGE	-5	-1	0
FULL-TIME	97	96	98
PART-TIME	6	6	6
SEASONAL	2	2	0
TOTAL	105	104	104

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)*	FEB	MARCH	APRIL
CORE TRANSIT	55%	56%	46%
INDUSTRY (VIA PAYLOCITY) **	49%	47%	48%

** 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.*

Housing

We moved two operations employees into new one-bedroom units in Edwards that have been furnished by Core Transit, bringing our total housing rental inventory to 13 single-occupancy units out of 36 total bedrooms.

Problem-Solving Workshop initiative

We have selected the facilitator and scheduled five in-person training sessions for all staff in September.

Structured Learning & Growth Project Update

We have reached out to several other transportation agencies to learn best practices regarding organizational training from long-standing authorities and incorporate those insights into our training project.

Looking Ahead:

- Maintain focus on Q2 milestones for key strategic projects.
- Schedule focus groups with employees in housing to discuss the new housing guidelines and future rent strategies.

- Continue to analyze responses from current health insurance providers and outside providers, and share results with the internal team and leadership to help shape conversations around competitive, sustainable options.

NAME: Lance Trujillo

MONTH: May 2026

IT REPORT

Key Highlights:

- Bus Technology (ITS) Project Progress
- Artificial Intelligence (AI)
- IT Department Expectations Document

Impact, Outcome, and Strategic Alignment:

Project Snapshot

<u>Project</u>	<u>Start Date</u>	<u>Target End Date</u>	<u>Status</u>	<u>Strategic Alignment</u>
Bus Technology (ITS)	Oct 2025	Dec 2026	Project Kick-off completed. NYC trip concluded.	Goal 4: Improve our transit experience
Artificial Intelligence	Jan 2026	Dec 2026	Project Kick-off completed	Goal 2: Build Core Transit to Last
IT Department Expectations Document	May 2026	October 2026	Document Framework Underway	Goal 2: Build Core Transit to Last

Bus Technology (ITS)

The ITS Modernization Project officially began with a vendor-led project kick-off meeting that included key stakeholders from Core Transit. In addition, Scott Robinson and I completed a site visit to New York City for an in-depth project workshop with Clever Devices, the project vendor.

The purpose of the onsite visit was to meet the project team in person, discuss the recent acquisition of Clever Devices by Hitachi Rail with company leadership, and review the technology products purchased by Core Transit in a hands-on demonstration environment. This

provided an opportunity to better understand how the systems will function in daily operations and support the rider experience.

The visit provided valuable insight into the implementation process and overall project scope. We met directly with the vendor's project team, technical staff, and executive leadership to review system components, deployment strategies, and operational expectations. The team also participated in hands-on demonstrations to better understand how the modernization platform will support Core Transit operations and enhance the rider experience.

This engagement was a productive investment of time and will help position the project for long-term success.

Artificial Intelligence (AI)

The Artificial Intelligence (AI) initiative officially launched with a project kick-off meeting led by OGx, the selected vendor for this effort. OGx presented a detailed implementation plan that aligns with Core Transit's objective of developing an AI policy for Board review and approval.

The initial phase of the project will include 15 staff who will take part in an AI current-state assessment designed to evaluate operational opportunities, governance considerations, and staff readiness. Following Board approval of the AI policy (slated for July meeting), participating staff members will receive formal AI training provided by OGx.

IT Department Expectations Document

This project establishes a formal operational and governance framework for the IT department. The document will define staff expectations, communication standards, security responsibilities, vendor and MSP coordination procedures, administrative access requirements, and service delivery expectations. The goal is to create consistency, improve accountability, support long-term organizational sustainability, and align IT operations with Core Transit's strategic

objectives in a largely cloud- and vendor-supported technology environment.

Looking Ahead:

- ITS Modernization Project – Clever Devices Onsite May 14th
- AI Policy Development for Board Approval
- IT Board Committee Kick-Off Meeting

NAME: Dave Levy

MONTH: May 2026

PLANNING MANAGER REPORT

Key Highlights:

The Planning Department is advancing work on five key initiatives:

- 5339 Grant for Buses and Bus Facilities Award
- FLM Working Group Launch
- Winter 2026-27 Schedule Development Kickoff
- 10-Year Plan Implementation Planning Work
- 2027 FTA 5311 Admin-Operating Grant Application

Impact, Outcome, and Strategic Alignment:

5339 Grant for Buses and Bus Facilities Award

The FTA Grants for Buses and Bus Facilities Competitive Program is a federal initiative that provides discretionary funding to states and transit agencies to replace, rehabilitate, lease, or purchase buses and related equipment.

This is a competitive grant program and awards are not guaranteed. Core Transit submitted an application in December 2025 and was notified on May 1, 2026, that it has been awarded \$616,000 to purchase a new diesel bus. Funds will be available in 2026 upon contracting.

Pursuit of grant funding supports **Goal 2: Build Core Transit to last**, through the supporting tactic to explore new revenue streams.

FLM Working Group Launch: Meeting #1

The 10-Year Plan identified several supporting strategies that could improve First-Last-Mile (FLM) access to Core Transit services.

The Planning department has established a cross-jurisdictional working group to study FLM needs and identify the most effective means and structure for delivering FLM services in partnership with Core Transit.

The first meeting, which focused on FLM gaps and their impacts on mobility-related outcomes, was held on May 6 and included broad representation from throughout our service area. The next meeting will be held late-summer and focus on FLM case studies and best practices.

Establishment of the FLM working group supports Strategic **Goal 5: Best support our community** through supporting Tactic 5.2:

Participate in local planning to expand and align future service, such as first-last mile solutions.

Winter 2026 –27 Schedule Development Kickoff

The cross-departmental schedule development team met May 8 to review community feedback, staff insights, and agency priorities for the upcoming schedule.

A project management plan was introduced that will guide the schedule development process through launch on November 22.

The seasonal schedule building process supports **Goal 5: Best serve our community** through the supporting tactic to seek feedback and collaborate with local partners to improve transit access.

10 Year Plan Implementation Planning

The 10 Year Transit Development and Capital Plan was adopted by the Core Transit Board on September 10, 2025. Staff is now focused on developing an implementation plan for Phase 1 of the 10-Year Plan.

The planning, operations, marketing, and ITS departments have been assessing time and material needs for implementation. The teams will meet in June to review findings, establish project timeline bookends, and determine the feasibility of launching Phase I in Winter 26-27.

10 Year Plan implementation planning supports **Goal 4: Improve Our Transit** experience through the supporting tactic of using KPIs and customer feedback to drive service improvements.

2027 FTA 5311 Admin-Operating Grant Application

The Formula Grants for Rural Areas program (49 U.S.C. 5311) provides federal funding to states for capital, planning, and operating assistance to support public transportation in rural areas with populations of less than 50,000.

The application is due May 29 for projects that will be initiated in calendar year 2027 and completed within approximately one to two years. Award letters are expected in Q3 2026. The 2027 formula is expected to yield \$679,602 in operating and administrative funding.

Grant funding supports **Goal 2: Build Core Transit to last** through supporting tactic #4 and the pursuit of new revenue streams.

Looking Ahead:

- Planning staff will be attending the CASTA Spring Training Conference (May 12-15) with learnings focused on planning fundamentals, FLM solutions, and FTA and CDOT policy issues.
- CDOT subrecipient information request (SIR) triannual review.

NAME: Scott Robinson

MONTH: May 2026

Deputy Director REPORT

Key Highlights:

- Q1 Check Ins with Staff on Annual Goals
- Treasurer Update
- Clever Devices Headquarters Visit
- Emergency Action Plan Project

Impact, Outcome, Strategic Alignment:

As part of our annual performance evaluation program, called performance insights, I meet one-on-one with all my staff to check in on their progress on annual goals and their professional development requests quarterly. This ensures progress is being made toward strategic objectives and allows us to proactively adjust timelines and outcomes where needed.

As we work with our new banking partner, NBH, my role as treasurer is to sign the treasury management agreement. I've been working with NBH and our legal to ensure the new agreement meets our needs and complies with Colorado law. The agreement has been signed.

Staff are continuing to monitor market conditions and have not made any new investments since the last board report.

I joined Lance on a quick trip to Clever Devices' headquarters in Long Island, NY, where we met with the current owners to discuss the pending Hitachi Rail acquisition and upcoming two-year modernization project. The information and relationships built during the visit will help ensure our two-year modernization project stays on track with expectations, budget, and timeline.

Staff are continuing to refine their designated sections of the Emergency Action Plan. The next meeting is scheduled for May 19 and the main topic will be selecting an emergency scenario for a live training exercise in Q3 or Q4 this year.

Looking Ahead:

- Strategic Project: Emergency Action Plan Meeting in May
- Treasurer investment duties
- Completing transition to new operating bank

NAME: Tanya Allen

MONTH: May 2026

Executive Director REPORT

Key Highlights:

- Establishing an internal grant coordination group
- Assistance with long-term planning projects
- Forever Home Project Kickoff
- Major infrastructure project coordination

Impact, Outcome and Strategic Alignment:

Core Transit has been very successful in attracting grant funding, with grant tracking, grant implementation, and grant management becoming an increasingly heavy part of our workload. As I have significantly more experience than others in our organization in this area, on both the grantee and grantor side of this equation, I have been individually working with operations, planning, finance and administrative staff to assist with these projects and pass on my knowledge on an as-needed basis. As questions multiplied, I recognized a need for more structured conversations in this area and in response established an internal grant coordination group. This group, which meets monthly, serves both an immediate coordination and professional development purpose. In coming together monthly we can discuss key topics together, learn from one another's questions, develop internal talent and raise our overall capacity throughout the organization. This serves **Goal 1: Put our team first** through investment in training, skill-building, and pathways for career development. The timing of this group was auspicious as we will be undergoing our first formal CDOT audit as Core Transit in June. Working through this process together will be an excellent learning opportunity for the Core Transit team.

Our planning department continues to punch above its weight with both short-term schedule building and longer-term planning projects. This month I have provided additional support and direction on long-term projects, including the 10-Year Plan implementation discussions, First-Last Mile Working group, and baseline emissions inventory.

We held a kickoff meeting with our consultants assisting with the forever home planning project on April 21. We reviewed project goals and timelines and are finalizing the project implementation plan. An update to the Board is tentatively scheduled for the June meeting. This work supports **Strategic Goal 2: Build Core Transit to Last.**

I am also working with various jurisdictions as they plan large infrastructure projects with significant transit impacts. These include the Town of Vail's VTC modernization project, the Town of Avon's Avon Station upgrades, and the I-70 interchange project led by Gypsum. Our inclusion as a key stakeholder on these projects is a reflection of our growing profile in our community and allows us to have a meaningful say in projects that may impact us. These activities support **Strategic Goal 5: Best serve our community.**

Finally, I was able to take a few minutes to enjoy our Climate Action week pop-ups and Bus Roadeo. Events like these are a reminder to take a minute, smile, and enjoy the company of community members and co-workers. This is why we do what we do.

Looking Ahead:

- Continuing Forever Home project work
- Focus on increasing Leadville/Lake County coordination
- Participation in CDOT funding alignment study

2026 Strategic Plan Flagship Project Tracker

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

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.



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				

Core Transit Operations Update

May 13, 2026



Core Transit Ridership Update

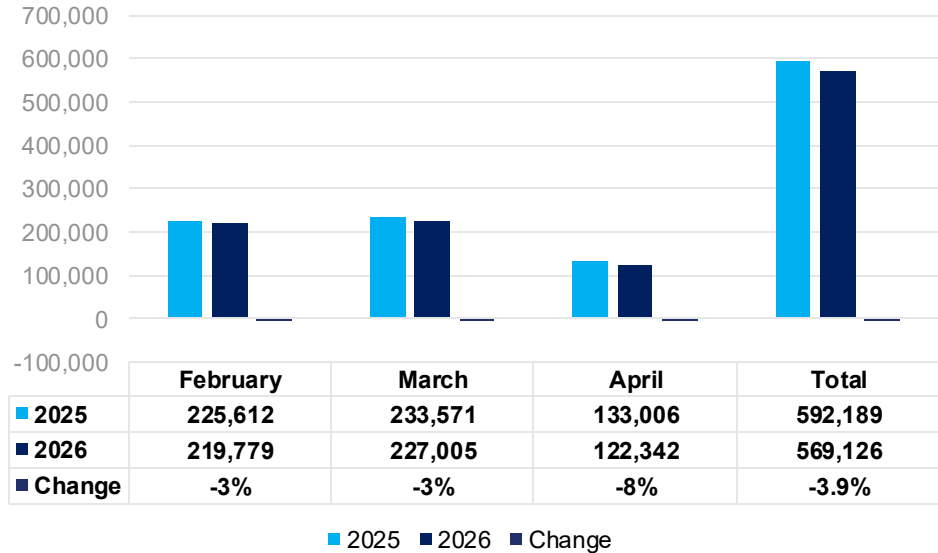
System Ridership

April 2025 **133,006**

April 2026 **122,342**

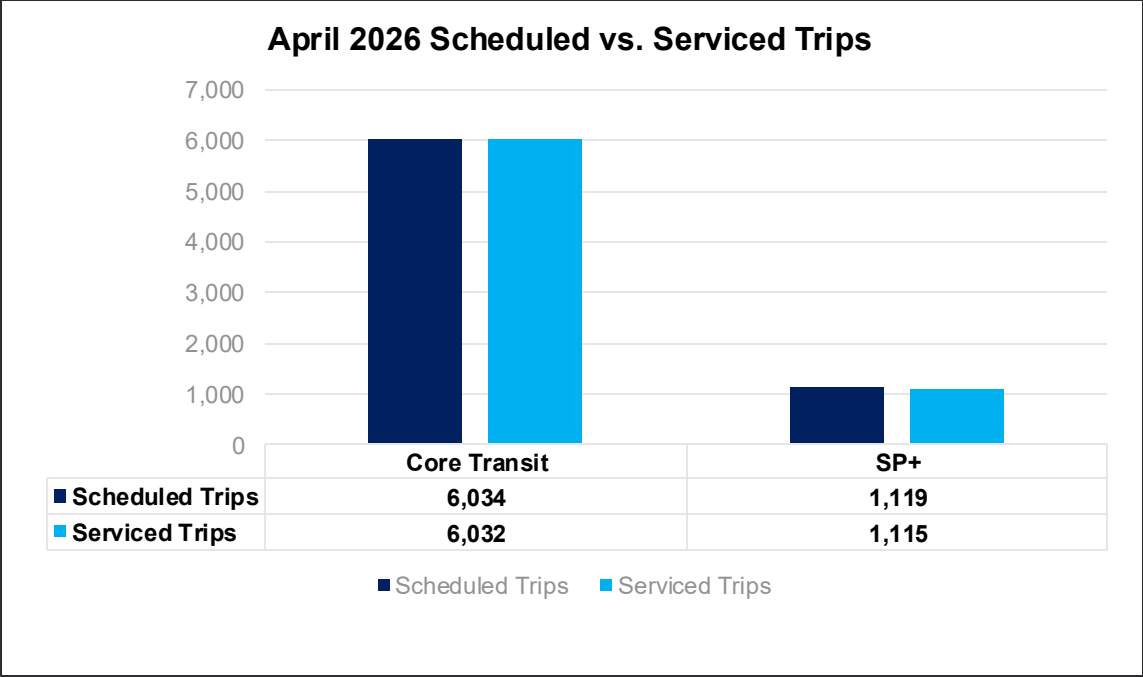
YOY Change **-8%**

Core Transit Ridership - Last Three Months



April 2026 Route Performance

- Core Transit: 99.97% completion rate (only 2 of 6,034 scheduled trips were missed).
- No shadow buses were used in April 2026
- SP+: 99.64% completion rate (only 4 of 1,119 scheduled trips were missed)
- 7,147 / 7,153 total scheduled trips serviced (99.92%)



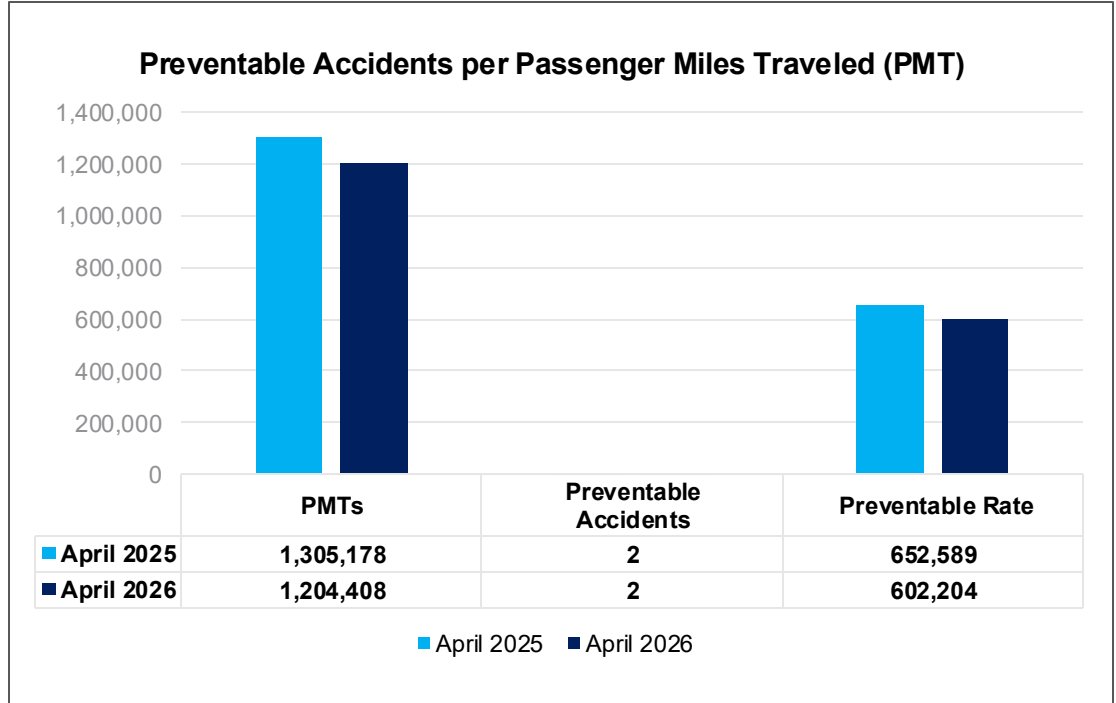
Core Transit Update – Safety

Preventable Accidents

- April 2025: 2 preventable accidents and 0 non-preventable accident
- April 2026: 2 preventable accidents and 2 non-preventable accidents

Preventable Accidents Per Passenger Miles

- April 2025: 1 / 652,589
- April 2026: 1 / 602,204



Core Transit Update – Operators

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

Contract Service	Status
Operators available / Operators needed	10/8 (fully staffed)

Current Number of Drivers	Status
Full-time Operators	48
Part-time Operators	2-FTE
Seasonal Operators	-
Operators available/Operators needed	50/53 (94% staffed)
Operators in training	4



Core Transit Update – Maintenance

Category	April Fleet Status
Fleet Status	86% in service
PM Compliance	90% of fleet
Breakdowns Impacting Service	1 mechanical problem



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