



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, April 8, 2026, beginning at 6:00 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 – 6:00pm
  - a. Roll Call
2. Consideration of Changes and Approval of Agenda
3. Board Comment
4. Public Comment – 6:05pm  
*Comments from the public are welcomed during public comment for any topics with the Authority’s purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at [Board@coretransit.org](mailto:Board@coretransit.org).*

### **CONSENT AGENDA**

5. Consent Agenda – 6:10pm
  - a. March 11, 2026, Regular Meeting Minutes

- b. Financial Statements
- c. Payables List
- d. 5311 grant contract
- e. Bank account change notification
- f. Bank signer update

## PRESENTATION

- 6. Presentations – 6:15pm
  - a. Public Feedback on Winter Schedule/Survey Results**  
Planning Manager Dave Levy and Marketing Manager Dayana Herr will present the winter schedule survey results and invite additional public comment on this winter's schedule and Core Transit's services.

## BUSINESS

- 7. Business - 6:35pm
  - a. Town of Avon Summer Shuttle Funding Request**  
Avon Public Works Director Mike Jackson and Mobility Manager Jim Shoun will present a request for Core Transit to fund a summer shuttle service between Avon and Beaver Creek.

## STAFF REPORTS

- 8. Staff Reports – 7:00 pm
  - a.** Administrative Division Report
  - b.** Operations Report
  - c.** Director's Comments
- 9. Additional Board Comments and New Business for Next Meeting

## ADJOURNMENT

- 10. Adjournment – 7:30pm



**MINUTES OF THE  
EAGLE VALLEY TRANSPORTATION AUTHORITY d/b/a Core Transit  
BOARD OF DIRECTORS MEETING  
March 11, 2026**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on March 11, 2026, at 12:00 p.m. The meeting was held in person at the Avon Council Chambers located at 100 Mikaela Way, Town of Avon, Colorado, 81620, and on Zoom. Notice of the meeting was posted on March 6, 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 March 6, 2026, and the certification of posting are attached hereto.

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**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

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

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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

Cisco Santaella, Operations Manager, Core Transit

Sanjok Timilsina, Director of Finance, Core Transit

Dave Levy, Planning Manager, Core Transit

Michael Schuering, Operations and Demand Response Supervisor, Core Transit

Erron Cross, Bus Operator, Core Transit

Gene Burnham, Operations Specialist, Core Transit

Barbara Pratt, Operations Specialist, Core Transit

Juan Reyes, Operations Specialist, Core Transit

Alex Rodriguez, Operations Specialist, Core Transit

Scott Schreiner, Alternate Director, Town of Eagle

Ray Shei, Alternate Director, Beaver Creek Metro District

Stephanie Samuelson, Vail, CO

Joanna Kerwin, Edwards, CO

**Attendance on Zoom:**

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

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Ericka Soto, Customer Service Supervisor, Core Transit

Vanesa Duarte, Office/Admin Coordinator, Core Transit

Kelly Wamboldt, Safety and Training Supervisor, Core Transit

Mitzi Marquez, Finance Coordinator, Core Transit

Todd Cleveland, IT Generalist, Core Transit

Jordan Winters, Operations Manager, Town of Vail

Tati Wernicke, People and Culture Generalist, Core Transit

Selene Suarez, People and Culture Generalist, Core Transit

Al Lee, Operations Specialist, Core Transit

Larry Tenenholz

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**APPROVAL OF THE AGENDA**

Director Carroll presented the agenda for approval. Director Woods moved to approve the agenda as presented. Director Eickholt seconded the motion, which passed unanimously 6-0.

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**BOARD COMMENT**

There was none.

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**PUBLIC COMMENT**

Director Garrett Alexander entered the meeting at 12:03 p.m.

Joanna Kerwin from Edwards requested that notice of the closure of bus stop #271 be posted on the website as soon as possible.

Stephanie Samuelson from Vail raised concerns regarding bus reliability and acknowledged

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operators in advance of National Transit Employee Appreciation Day.

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## **CONSENT AGENDA**

### **5.4 Consent Agenda**

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

**5.1.** February 11, 2026, regular meeting minutes

**5.2.** Financial statements

**5.3.** Payables list

Director Eickholt motioned to approve the consent agenda for approval, with an amendment to the minutes to reflect that Alternate Director Ray Shei was in attendance. Director Woods seconded the motion, which passed with a unanimous 7-0 vote.

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## **AGENDA ITEMS**

### **6. Presentations**

#### **6.1 Transit Employee Appreciation Proclamation**

Director Carroll presented a proclamation acknowledging Core Transit staff in recognition of the upcoming National Transit Employee Appreciation Day on March 18, 2026.

Director Eickholt motioned to approve the Transit Employee Appreciation Day proclamation. Director Woods seconded the motion, which passed with a unanimous 7-0 vote.

#### **6.2 First/Last Mile Working Group Update**

Executive Director Tanya Allen and Planning Manager Dave Levy shared preliminary plans to establish a first-last mile working group. The purpose of the group is to explore first-last mile solutions such as microtransit and develop a shared understanding among stakeholders as to

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when and how such projects might be integrated into the work of Core Transit. Levy presented an outline of the proposed working group schedule and composition for Board feedback, noting the goal was to hold a first meeting in April or May.

Director Eickholt requested consistent updates to the Board. Planning Manager Levy confirmed that a structured reporting process is in place to keep the Board informed.

Director McQueeney suggested we allow that neighborhoods such as Eagle Ranch, delegate a representative to the working group, given their location in first-last mile areas. Executive Director Allen noted that another approach could be to target these areas for outreach to gather their perspectives.

### **6.3 IT Department Annual Presentation**

Director of IT and Innovation Lance Trujillo provided an update on Core Transit's IT department, beginning with a brief overview of the department's structure, the systems in use, and the locations supported. He highlighted the impact of IT on the organization, including the role of automatic passenger counters in supporting the Planning Department and the use of IT systems to send alerts to the public for customer service purposes. He reviewed the 2026 IT budget breakdown and highlighted departmental accomplishments, including completion of a comprehensive technology plan and the development of primary and secondary networks.

He highlighted current challenges, including managing rapidly evolving technologies such as AI and addressing aging systems requiring modernization. He then transitioned to the IT modernization project, noting that a contract with Clever is being prepared for the April Board

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meeting. He explained that the project is necessary due to many systems nearing end of life, as well as to meet security and compliance requirements aligned with the organization's strategic plan. He shared the first step in the project was a staff IT needs assessment to identify key findings. He also outlined how success will be measured, including outcomes such as enhanced rider experience, a stable ITS platform, and more predictable budget planning.

Director Bidez inquired whether additional staffing is included in the budget. Director of IT and Innovation Trujillo responded that while it may be a possibility in the future, the ITS department must first reach a more operationally mature state before considering additional staff.

Director Eickholt asked whether the systems identified for upgrade are included in this year's budget. The Director of IT and Innovation Trujillo responded that all upgrades are included in the modernization plan except paratransit, which is budgeted separately and currently under negotiation with the existing vendor. Alternate Director Ray Shei expressed appreciation for the effort and thoughtful work that went into the presentation.

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## **8. Staff Reports**

Deputy Director Scott Robinson reported that the most recent sales tax deposit is down 12%. He also noted that the Finance Committee met to identify ways to reduce and manage costs while continuing to provide reliable transit service. He shared that winter schedule feedback response numbers have been positive for the Marketing and Communications Department, with strong engagement from the Spanish-speaking community. He explained that the new in-bus messaging will focus on rider education. He

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shared that the open-range performance evaluations and the employee engagement survey have both been successfully completed. He explained that the annual investment report is included in his board packet report.

Director of Transportation Snyder updated the Board on current ridership, staffing, and maintenance trends.

Operations Manager Cisco Santaella gave a brief overview of the upcoming Core Transit Bus Roadeo and invited the Board to attend.

Executive Director Allen provided an overview of her Washington D.C. trip with a CASTA delegation and updated the Board on the upcoming retreat.

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**ADDITIONAL BOARD COMMENTS and NEW BUSINESS**

Director McQueeney noted positive public feedback on the improved appearance of the bus shelters and requested an update on the upcoming temporary closure of the Edwards bus stop.

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**ADJOURNMENT**

Director Carroll adjourned the meeting at 1:58 pm.

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Eagle Valley Transportation Authority (dba Core Transit)  
**CASH POSITION**  
Year to Date and as of February 28, 2026  
Adjusted as of March 31, 2026

Maturity Date Account Activity Item Description	CASH		INVESTMENTS						TOTAL ALL ACCOUNTS
	1st Bank		CSIP			Multi-Bank		Colotrust	
	Checking	Savings	4.0000% 9/4/2026 Savings-Term	4.0900% 8/17/2026 Savings-Term	3.7500% LGIP	Varies Varies Tresuries	Varies Varies CDs	3.7700% Plus+	
<b>BEGINNING BANK BALANCE</b>	\$ 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	3,627,191	285	-	-	18,860	32,348	492,000	4,683,547	8,854,232
YTD debits - Total vouchers, wires and transfers	(3,596,713)	(471,339)	-	-	(452,000)	(119,925)	-	(2,936,000)	(7,575,977)
<b>YTD bank balance</b>	91,482	30,285	2,000,000	2,000,000	2,707,286	7,318,173	10,281,722	8,046,319	32,475,267
Plus deposits/transfers in transit	-	-	-	-	-	-	-	-	-
Less outstanding checks/transfers	(53,938)	-	-	-	-	-	-	-	(53,938)
<b>Cash Balance as of February 28, 2026</b>	<b>37,544</b>	<b>30,285</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,707,286</b>	<b>7,318,173</b>	<b>10,281,722</b>	<b>8,046,319</b>	<b>32,421,329</b>
<b>Current period activity</b>									
Add - deposits, wires and transfers	1,916,129	8	-	-	3,471	2,517,706	-	2,570,937	7,008,251
Subtract - vouchers, wires and transfers	(1,771,223)	-	-	-	(2,434,100)	-	-	(1,840,000)	(6,045,323)
<b>Total current period adjustments</b>	144,906	8	-	-	(2,430,629)	2,517,706	-	730,937	962,929
<b>Restricted to Housing</b>	-	-	2,000,000	-	-	-	-	-	2,000,000
<b>Restricted to Capital</b>	-	-	-	2,000,000	-	-	10,281,722	7,777,800	20,059,522
<b>General Fund</b>	182,450	30,293	-	-	276,657	9,835,880	-	999,456	11,324,736
<b>Adjusted balance as of March 31, 2026</b>	<b>\$ 182,450</b>	<b>\$ 30,293</b>	<b>\$ 2,000,000</b>	<b>\$ 2,000,000</b>	<b>\$ 276,657</b>	<b>\$ 9,835,880</b>	<b>\$ 10,281,722</b>	<b>\$ 8,777,256</b>	<b>33,384,258</b>



# My Monthly Budget Report Group Summary

For Fiscal: FY26 Period Ending: 02/28/2026

Account Typ...	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Fund: 01 - General Fund</b>									
Revenue	3,028,300.91	2,779,321.24	(248,979.67)	-8.22%	6,059,796.72	5,877,939.79	(181,856.93)	-3.00%	27,546,899.00
Expense	1,889,467.20	1,638,978.27	250,488.93	13.26%	6,184,237.22	5,798,650.42	385,586.80	6.23%	27,032,104.00
<b>Total Fund: 01 - General Fund:</b>	<b>1,138,833.71</b>	<b>1,140,342.97</b>	<b>1,509.26</b>		<b>(124,440.50)</b>	<b>79,289.37</b>	<b>203,729.87</b>		<b>514,795.00</b>
<b>Fund: 02 - Capital Fund</b>									
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	47,897.50	0.00	47,897.50	100.00%	120,795.00	29,181.45	91,613.55	75.84%	1,822,500.00
<b>Total Fund: 02 - Capital Fund:</b>	<b>(47,897.50)</b>	<b>0.00</b>	<b>47,897.50</b>		<b>1,879,205.00</b>	<b>1,970,818.55</b>	<b>91,613.55</b>		<b>671,500.00</b>
<b>Fund: 03 - Air Fund</b>									
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
<b>Total Fund: 03 - Air Fund:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>
<b>Fund: 04 - Housing Fund</b>									
Revenue	36,048.85	28,116.96	(7,931.89)	-22.00%	402,097.70	385,019.68	(17,078.02)	-4.25%	738,729.00
Expense	70,142.64	53,280.44	16,862.20	24.04%	130,285.28	108,431.24	21,854.04	16.77%	737,706.00
<b>Total Fund: 04 - Housing Fund:</b>	<b>(34,093.79)</b>	<b>(25,163.48)</b>	<b>8,930.31</b>		<b>271,812.42</b>	<b>276,588.44</b>	<b>4,776.02</b>		<b>1,023.00</b>
<b>Report Total:</b>	<b>1,056,842.42</b>	<b>1,115,179.49</b>	<b>58,337.07</b>		<b>2,026,576.92</b>	<b>2,326,696.36</b>	<b>300,119.44</b>		<b>1,187,318.00</b>

**Fund Summary**

Fund	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
01 - General Fund	1,138,833.71	1,140,342.97	1,509.26		(124,440.50)	79,289.37	203,729.87		514,795.00
02 - Capital Fund	(47,897.50)	0.00	47,897.50		1,879,205.00	1,970,818.55	91,613.55		671,500.00
03 - Air Fund	0.00	0.00	0.00		0.00	0.00	0.00		0.00
04 - Housing Fund	(34,093.79)	(25,163.48)	8,930.31		271,812.42	276,588.44	4,776.02		1,023.00
<b>Report Total:</b>	<b>1,056,842.42</b>	<b>1,115,179.49</b>	<b>58,337.07</b>		<b>2,026,576.92</b>	<b>2,326,696.36</b>	<b>300,119.44</b>		<b>1,187,318.00</b>



# My Monthly Budget Report Group Summary

For Fiscal: FY26 Period Ending: 02/28/2026

Departmen...	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Fund: 01 - General Fund</b>									
<b>Expense</b>									
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	185,612.74	160,860.83	24,751.91	13.34%	389,745.88	332,393.77	57,352.11	14.72%	2,332,135.00
11 - Vehicle Ops	482,166.48	501,299.79	(19,133.31)	-3.97%	1,019,297.26	1,019,040.98	256.28	0.03%	6,100,226.00
12 - Admin of Paratransit	1,071.66	0.00	1,071.66	100.00%	6,868.32	(3,262.62)	10,130.94	147.50%	26,360.00
13 - Paratransit Operations	16,358.19	16,535.14	(176.95)	-1.08%	33,933.26	33,706.55	226.71	0.67%	183,849.00
14 - Safety and Training	25,324.52	21,868.88	3,455.64	13.65%	54,249.04	48,256.65	5,992.39	11.05%	334,719.00
21 - Admin of Fleet Mainenance	126,936.58	124,865.88	2,070.70	1.63%	253,873.16	237,249.36	16,623.80	6.55%	1,526,848.00
22 - Fleet Maintenance	227,690.04	54,766.46	172,923.58	75.95%	461,599.40	239,593.63	222,005.77	48.09%	2,729,512.00
31 - Facility Maintenance MSC	1,833.00	69.85	1,763.15	96.19%	3,666.00	247.49	3,418.51	93.25%	22,000.00
32 - Facility Maintenance Leadville	2,957.15	5,335.13	(2,377.98)	-80.41%	5,914.30	16,137.03	(10,222.73)	-172.85%	35,500.00
33 - Facility Maintenance Avon	24,990.00	31,555.31	(6,565.31)	-26.27%	49,980.00	67,253.31	(17,273.31)	-34.56%	300,000.00
41 - Facility Maintenance Stops	26,564.46	21,585.52	4,978.94	18.74%	53,418.66	43,396.31	10,022.35	18.76%	306,911.00
50 - General & Administration	399,655.61	368,819.19	30,836.42	7.72%	797,961.22	747,285.58	50,675.64	6.35%	4,765,354.00
51 - Finance	227,302.74	232,582.87	(5,280.13)	-2.32%	454,605.48	468,216.86	(13,611.38)	-2.99%	2,747,214.00
52 - IT	70,877.65	43,421.37	27,456.28	38.74%	130,992.48	103,405.02	27,587.46	21.06%	835,033.00
53 - Planning	25,871.86	20,258.14	5,613.72	21.70%	51,743.72	40,624.83	11,118.89	21.49%	384,167.00
54 - Marketing & Customer Service	44,254.52	35,153.91	9,100.61	20.56%	86,389.04	75,105.67	11,283.37	13.06%	572,276.00
<b>Total Expense:</b>	<b>1,889,467.20</b>	<b>1,638,978.27</b>	<b>250,488.93</b>	<b>13.26%</b>	<b>6,184,237.22</b>	<b>5,798,650.42</b>	<b>385,586.80</b>	<b>6.23%</b>	<b>27,032,104.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>
<b>Total Fund: 01 - General Fund:</b>	<b>1,889,467.20</b>	<b>1,638,978.27</b>	<b>250,488.93</b>	<b>13.26%</b>	<b>6,184,237.22</b>	<b>5,798,650.42</b>	<b>385,586.80</b>	<b>6.23%</b>	<b>27,032,104.00</b>
<b>Report Total:</b>	<b>1,889,467.20</b>	<b>1,638,978.27</b>	<b>250,488.93</b>	<b>13.26%</b>	<b>6,184,237.22</b>	<b>5,798,650.42</b>	<b>385,586.80</b>	<b>6.23%</b>	<b>27,032,104.00</b>



# My Monthly Budget Report

## Account Summary

For Fiscal: FY26 Period Ending: 02/28/2026

		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Fund: 01 - General Fund</b>										
<b>Revenue</b>										
<b>Department: 10 - Admin of Vehicle Operations</b>										
<a href="#">01-10-401010-1100</a>	Employer Bulk Pass Sales	4,837.12	3,142.00	(1,695.12)	-35.04%	14,847.56	6,446.00	(8,401.56)	-56.59%	37,800.00
<a href="#">01-10-401010-1200</a>	Direct Pass Sales Revenue	840.00	2,420.00	1,580.00	188.10%	1,680.00	5,257.00	3,577.00	212.92%	10,080.00
<a href="#">01-10-401010-1400</a>	Mobile Fare Sales	9,164.34	17,574.21	8,409.87	91.77%	16,947.81	34,888.93	17,941.12	105.86%	152,250.00
<a href="#">01-10-407010-1175</a>	On Board Bus Advertising	166.60	3,162.00	2,995.40	1,797.96%	333.20	4,352.35	4,019.15	1,206.23%	2,000.00
<a href="#">01-10-407040-1000</a>	Interest Revenue	75,000.00	93,071.98	18,071.98	24.10%	150,000.00	194,860.17	44,860.17	29.91%	900,000.00
<a href="#">01-10-407090-0000</a>	Miscellaneous Revenue	916.30	4,972.25	4,055.95	442.64%	1,832.60	5,469.00	3,636.40	198.43%	11,000.00
<a href="#">01-10-407990-0000</a>	Rent Income	824.67	2,497.75	1,673.08	202.88%	1,649.34	4,995.50	3,346.16	202.88%	9,900.00
<a href="#">01-10-408020-0100</a>	Core Sales Tax Revenue	1,451,552.71	1,271,497.20	(180,055.51)	-12.40%	2,987,742.16	2,841,096.62	(146,645.54)	-4.91%	12,900,000.00
<a href="#">01-10-408020-0200</a>	Core DMV Sales Tax Revenue	5,000.00	5,485.96	485.96	9.72%	9,795.79	11,426.03	1,630.24	16.64%	78,000.00
<a href="#">01-10-409010-0200</a>	ECO Sales Tax Revenue	1,464,500.38	1,360,830.39	(103,669.99)	-7.08%	2,843,970.68	2,740,300.69	(103,669.99)	-3.65%	12,800,000.00
<a href="#">01-10-413990-1200</a>	SEC 5311 Operating Revenue	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	459,809.00
<a href="#">01-10-414040-0001</a>	Service Agreement Revenue - MIRA	6,997.20	6,162.50	(834.70)	-11.93%	13,994.40	11,837.50	(2,156.90)	-15.41%	84,000.00
<a href="#">01-10-414040-0002</a>	Service Agreement Revenue - HHS	8,501.59	8,505.00	3.41	0.04%	17,003.18	17,010.00	6.82	0.04%	102,060.00
<b>Total Department: 10 - Admin of Vehicle Operations:</b>		<b>3,028,300.91</b>	<b>2,779,321.24</b>	<b>(248,979.67)</b>	<b>-8.22%</b>	<b>6,059,796.72</b>	<b>5,877,939.79</b>	<b>(181,856.93)</b>	<b>-3.00%</b>	<b>27,546,899.00</b>
<b>Total Revenue:</b>		<b>3,028,300.91</b>	<b>2,779,321.24</b>	<b>(248,979.67)</b>	<b>-8.22%</b>	<b>6,059,796.72</b>	<b>5,877,939.79</b>	<b>(181,856.93)</b>	<b>-3.00%</b>	<b>27,546,899.00</b>
<b>Expense</b>										
<b>Department: 00 - Assets</b>										
<a href="#">01-00-516000-1000</a>	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
<a href="#">01-00-516000-2000</a>	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
<a href="#">01-00-516000-3000</a>	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
<b>Total Department: 00 - Assets:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,330,000.00</b>	<b>2,330,000.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>3,830,000.00</b>
<b>Department: 10 - Admin of Vehicle Operations</b>										
<a href="#">01-10-501020-0500</a>	AVO Admin Salaries	121,150.77	100,040.18	(21,110.59)	17.43%	253,922.54	200,549.47	(53,373.07)	21.02%	1,512,207.00
<a href="#">01-10-501020-1610</a>	AVO Admin Salaries - OT	8,910.09	14,864.69	(5,954.60)	-66.83%	17,820.18	31,231.04	(13,410.86)	-75.26%	102,162.00
<a href="#">01-10-502010-0010</a>	AVO Medicare Tax	2,042.26	1,750.11	(292.15)	14.31%	4,084.52	3,575.28	(509.24)	12.47%	24,517.00
<a href="#">01-10-502010-0020</a>	AVO Social Security Taxes	8,732.33	7,486.29	(1,246.04)	14.27%	17,464.66	15,290.47	(2,174.19)	12.45%	104,830.00
<a href="#">01-10-502020-2000</a>	AVO Retirement	13,233.45	10,218.23	(3,015.22)	22.78%	26,466.90	20,820.91	(5,645.99)	21.33%	158,865.00
<a href="#">01-10-502070-0010</a>	AVO Unemployment Taxes	704.21	233.42	(470.79)	66.85%	1,408.42	486.74	(921.68)	65.44%	8,454.00
<a href="#">01-10-502100-0000</a>	AVO Holiday Pay	5,460.00	5,950.77	(490.77)	-8.99%	16,380.00	15,416.13	(963.87)	5.88%	76,440.00
<a href="#">01-10-503030-0011</a>	AVO Software/Network Fees	2,304.07	0.00	2,304.07	100.00%	4,608.14	2,056.73	(2,551.41)	55.37%	27,660.00
<a href="#">01-10-503030-0013</a>	AVO Uniforms	1,500.00	4,571.44	(3,071.44)	-204.76%	4,439.40	9,970.41	(5,531.01)	-124.59%	18,000.00
<a href="#">01-10-503030-3250</a>	AVO Consulting - ITS	13,911.10	13,905.09	6.01	0.04%	27,822.20	27,810.18	(12.02)	0.04%	167,000.00

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		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<a href="#">01-10-503990-0003</a>	AVO Printing Expense	416.66	0.00	416.66	100.00%	833.32	0.00	833.32	100.00%	5,000.00
<a href="#">01-10-504990-0001</a>	AVO Office Supplies General	500.00	152.52	347.48	69.50%	1,000.00	152.52	847.48	84.75%	8,000.00
<a href="#">01-10-504990-0010</a>	Computer Supplies	2,832.20	0.00	2,832.20	100.00%	5,664.40	0.00	5,664.40	100.00%	34,000.00
<a href="#">01-10-504990-0011</a>	AVO Materials & Supplies	666.40	76.13	590.27	88.58%	1,332.80	545.92	786.88	59.04%	8,000.00
<a href="#">01-10-509020-0000</a>	AVO Travel - Meetings/Seminars	0.00	99.00	(99.00)	0.00%	0.00	99.00	(99.00)	0.00%	16,000.00
<a href="#">01-10-509020-0001</a>	AVO Training/Workshop	1,250.00	425.00	825.00	66.00%	2,500.00	1,875.00	625.00	25.00%	15,000.00
<a href="#">01-10-509020-1000</a>	AVO Employee Meeting & Event Expense	916.30	181.42	734.88	80.20%	1,832.60	556.70	1,275.90	69.62%	11,000.00
<a href="#">01-10-509020-1001</a>	AVO Staff Approved Donations	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	20,000.00
<a href="#">01-10-509020-1002</a>	AVO Miscellaneous Employee Reimburs...	83.30	0.00	83.30	100.00%	166.60	140.70	25.90	15.55%	1,000.00
<a href="#">01-10-509080-1000</a>	Processing Fees	999.60	906.54	93.06	9.31%	1,999.20	1,816.57	182.63	9.14%	12,000.00
<a href="#">01-10-509990-0004</a>	AVO Bus Rodeo Expenditures	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	2,000.00
<b>Total Department: 10 - Admin of Vehicle Operations:</b>		<b>185,612.74</b>	<b>160,860.83</b>	<b>24,751.91</b>	<b>13.34%</b>	<b>389,745.88</b>	<b>332,393.77</b>	<b>57,352.11</b>	<b>14.72%</b>	<b>2,332,135.00</b>
<b>Department: 11 - Vehicle Ops</b>										
<a href="#">01-11-501010-1020</a>	VO Operator Wages OT	38,386.16	52,460.62	(14,074.46)	-36.67%	80,165.49	102,508.89	(22,343.40)	-27.87%	569,022.00
<a href="#">01-11-501020-1010</a>	VO Operator Wages - FT	351,107.82	362,524.54	(11,416.72)	-3.25%	734,137.72	729,860.90	4,276.82	0.58%	4,377,092.00
<a href="#">01-11-502010-0010</a>	VO Medicare Tax	5,977.38	6,466.57	(489.19)	-8.18%	12,663.31	13,076.57	(413.26)	-3.26%	75,564.00
<a href="#">01-11-502010-0020</a>	VO Social Security Taxes	26,914.14	27,651.38	(737.24)	-2.74%	53,828.28	55,914.78	(2,086.50)	-3.88%	323,099.00
<a href="#">01-11-502020-2000</a>	VO Retirement	38,670.02	30,509.90	8,160.12	21.10%	77,340.04	61,832.14	15,507.90	20.05%	464,226.00
<a href="#">01-11-502070-0010</a>	VO Unemployment Taxes	2,170.46	891.09	1,279.37	58.94%	4,340.92	1,802.79	2,538.13	58.47%	26,056.00
<a href="#">01-11-502070-0040</a>	VO Holiday Pay	18,940.50	20,746.69	(1,806.19)	-9.54%	56,821.50	53,946.91	2,874.59	5.06%	265,167.00
<a href="#">01-11-509020-1001</a>	VO Miscellaneous Expense	0.00	49.00	(49.00)	0.00%	0.00	98.00	(98.00)	0.00%	0.00
<b>Total Department: 11 - Vehicle Ops:</b>		<b>482,166.48</b>	<b>501,299.79</b>	<b>(19,133.31)</b>	<b>-3.97%</b>	<b>1,019,297.26</b>	<b>1,019,040.98</b>	<b>256.28</b>	<b>0.03%</b>	<b>6,100,226.00</b>
<b>Department: 12 - Admin of Paratransit</b>										
<a href="#">01-12-503990-0001</a>	APO Paratransit Contract Svs - Towing	166.66	0.00	166.66	100.00%	333.32	0.00	333.32	100.00%	2,000.00
<a href="#">01-12-503990-0006</a>	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
<a href="#">01-12-504010-2001</a>	APO Paratransit Fuel - Unleaded	505.00	0.00	505.00	100.00%	1,010.00	0.00	1,010.00	100.00%	6,060.00
<a href="#">01-12-504990-0006</a>	APO Paratransit Repair Parts	400.00	0.00	400.00	100.00%	800.00	83.68	716.32	89.54%	4,800.00
<b>Total Department: 12 - Admin of Paratransit:</b>		<b>1,071.66</b>	<b>0.00</b>	<b>1,071.66</b>	<b>100.00%</b>	<b>6,868.32</b>	<b>(3,262.62)</b>	<b>10,130.94</b>	<b>147.50%</b>	<b>26,360.00</b>
<b>Department: 13 - Paratransit Operations</b>										
<a href="#">01-13-501010-1010</a>	PVO Paratransit Operator Wages	12,559.92	12,979.30	(419.38)	-3.34%	25,730.00	26,274.92	(544.92)	-2.12%	137,045.00
<a href="#">01-13-501010-1020</a>	PVO Paratransit Operator Wages - OT	913.66	195.41	718.25	78.61%	1,827.32	257.51	1,569.81	85.91%	10,964.00
<a href="#">01-13-502010-0010</a>	PVO Medicare Tax	189.25	203.45	(14.20)	-7.50%	378.50	414.81	(36.31)	-9.59%	2,272.00
<a href="#">01-13-502010-0020</a>	PVO Social Security Taxes	809.34	870.67	(61.33)	-7.58%	1,618.68	1,774.37	(155.69)	-9.62%	9,716.00
<a href="#">01-13-502020-2000</a>	PVO Retirement	1,214.01	1,385.03	(171.02)	-14.09%	2,428.02	2,836.40	(408.38)	-16.82%	14,574.00
<a href="#">01-13-502070-0010</a>	PVO Unemployment Taxes	65.30	27.44	37.86	57.98%	130.60	56.60	74.00	56.66%	784.00
<a href="#">01-13-502100-0000</a>	PVO Operator Holiday Pay	606.71	873.84	(267.13)	-44.03%	1,820.14	2,091.94	(271.80)	-14.93%	8,494.00
<b>Total Department: 13 - Paratransit Operations:</b>		<b>16,358.19</b>	<b>16,535.14</b>	<b>(176.95)</b>	<b>-1.08%</b>	<b>33,933.26</b>	<b>33,706.55</b>	<b>226.71</b>	<b>0.67%</b>	<b>183,849.00</b>
<b>Department: 14 - Safety and Training</b>										
<a href="#">01-14-501020-0500</a>	ST Admin Salaries	16,129.58	15,431.32	698.26	4.33%	32,259.16	33,035.04	(775.88)	-2.41%	193,555.00
<a href="#">01-14-501020-1610</a>	ST Staff OT	576.43	722.42	(145.99)	-25.33%	1,152.86	1,403.92	(251.06)	-21.78%	6,920.00
<a href="#">01-14-502010-0010</a>	ST Medicare Tax	242.15	236.10	6.05	2.50%	484.30	497.74	(13.44)	-2.78%	2,907.00

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		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<a href="#">01-14-502010-0020</a>	ST Social Security Taxes	1,035.33	1,008.71	26.62	2.57%	2,070.66	2,127.46	(56.80)	-2.74%	12,429.00
<a href="#">01-14-502020-2000</a>	ST Retirement	1,612.35	1,543.13	69.22	4.29%	3,224.70	3,182.58	42.12	1.31%	19,356.00
<a href="#">01-14-502070-0010</a>	ST Unemployment Taxes	83.46	32.14	51.32	61.49%	166.92	68.23	98.69	59.12%	1,002.00
<a href="#">01-14-503030-0001</a>	ST ID Badge Supplies	25.00	0.00	25.00	100.00%	50.00	0.00	50.00	100.00%	500.00
<a href="#">01-14-503030-0003</a>	ST Medical - Exams and Testing	2,500.00	2,498.25	1.75	0.07%	5,000.00	4,577.50	422.50	8.45%	30,000.00
<a href="#">01-14-503030-0010</a>	ST Contracted Services	0.00	567.00	(567.00)	0.00%	0.00	917.00	(917.00)	0.00%	12,000.00
<a href="#">01-14-503070-0001</a>	ST Substance Abuse Program Audits	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	2,000.00
<a href="#">01-14-503070-0005</a>	ST Camera Maintenance Agreement	1,600.00	0.00	1,600.00	100.00%	6,800.00	0.00	6,800.00	100.00%	22,800.00
<a href="#">01-14-504990-0001</a>	ST Office Supplies - General	333.20	1,177.50	(844.30)	-253.39%	666.40	1,286.71	(620.31)	-93.08%	4,000.00
<a href="#">01-14-504990-0009</a>	ST Materials & Supplies	166.60	0.00	166.60	100.00%	333.20	0.00	333.20	100.00%	2,000.00
<a href="#">01-14-504990-0010</a>	ST Training Supplies	249.90	0.00	249.90	100.00%	499.80	2,071.00	(1,571.20)	-314.37%	3,000.00
<a href="#">01-14-504990-1000</a>	ST Emergency Preparedness Supplies	416.50	0.00	416.50	100.00%	833.00	0.00	833.00	100.00%	5,000.00
<a href="#">01-14-509010-0000</a>	ST Memberships & Subscriptions	83.30	0.00	83.30	100.00%	166.60	0.00	166.60	100.00%	1,000.00
<a href="#">01-14-509020-0000</a>	ST Travel - Meetings/Seminars	145.77	0.00	145.77	100.00%	291.54	0.00	291.54	100.00%	1,750.00
<a href="#">01-14-509020-0001</a>	ST Training/Workshop	83.30	0.00	83.30	100.00%	166.60	0.00	166.60	100.00%	1,000.00
<a href="#">01-14-509020-1000</a>	ST Employee Expenses	41.65	0.00	41.65	100.00%	83.30	422.16	(338.86)	-406.79%	500.00
<a href="#">01-14-509990-0002</a>	ST Miscellaneous Expense	0.00	(1,347.69)	1,347.69	0.00%	0.00	(1,332.69)	1,332.69	0.00%	13,000.00
<b>Total Department: 14 - Safety and Training:</b>		<b>25,324.52</b>	<b>21,868.88</b>	<b>3,455.64</b>	<b>13.65%</b>	<b>54,249.04</b>	<b>48,256.65</b>	<b>5,992.39</b>	<b>11.05%</b>	<b>334,719.00</b>
<b>Department: 21 - Admin of Fleet Maintenance</b>										
<a href="#">01-21-501020-0500</a>	AVMO Admin Salaries	8,326.33	7,769.08	557.25	6.69%	16,652.66	15,654.81	997.85	5.99%	99,956.00
<a href="#">01-21-502010-0010</a>	AVMO Medicare Tax	120.70	127.24	(6.54)	-5.42%	241.40	248.70	(7.30)	-3.02%	1,449.00
<a href="#">01-21-502010-0020</a>	AVMO Social Security Taxes	516.21	546.24	(30.03)	-5.82%	1,032.42	1,065.55	(33.13)	-3.21%	6,197.00
<a href="#">01-21-502020-2000</a>	AVMO Retirement	832.66	387.71	444.95	53.44%	1,665.32	781.99	883.33	53.04%	9,996.00
<a href="#">01-21-502070-0010</a>	AVMO Unemployment Taxes	41.65	17.14	24.51	58.85%	83.30	33.88	49.42	59.33%	500.00
<a href="#">01-21-503990-0007</a>	AVMO Outside Repair - Support Vehicle	187.42	0.00	187.42	100.00%	374.84	0.00	374.84	100.00%	2,250.00
<a href="#">01-21-504010-0101</a>	AVMO Lubricants - Oil	3,332.00	4,435.60	(1,103.60)	-33.12%	6,664.00	7,017.10	(353.10)	-5.30%	40,000.00
<a href="#">01-21-504010-2001</a>	AVMO Fuel - Unleaded	6,664.00	4,017.45	2,646.55	39.71%	13,328.00	7,852.71	5,475.29	41.08%	80,000.00
<a href="#">01-21-504010-2002</a>	AVMO Fuel - Diesel	104,958.00	107,172.53	(2,214.53)	-2.11%	209,916.00	203,993.70	5,922.30	2.82%	1,260,000.00
<a href="#">01-21-504010-2003</a>	AVMO Fuel - Electricity	1,666.00	0.00	1,666.00	100.00%	3,332.00	0.00	3,332.00	100.00%	20,000.00
<a href="#">01-21-504990-0001</a>	AVMO Office Supplies - General	166.66	0.00	166.66	100.00%	333.32	(30.75)	364.07	109.23%	2,000.00
<a href="#">01-21-509020-0000</a>	AVMO Travel - Meetings/Seminars	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	3,000.00
<a href="#">01-21-509020-1000</a>	AVMO Employee Event Expenses	124.95	392.89	(267.94)	-214.44%	249.90	631.67	(381.77)	-152.77%	1,500.00
<b>Total Department: 21 - Admin of Fleet Maintenance:</b>		<b>126,936.58</b>	<b>124,865.88</b>	<b>2,070.70</b>	<b>1.63%</b>	<b>253,873.16</b>	<b>237,249.36</b>	<b>16,623.80</b>	<b>6.55%</b>	<b>1,526,848.00</b>
<b>Department: 22 - Fleet Maintenance</b>										
<a href="#">01-22-501020-1200</a>	VMO Fleet Care Tech Salaries	19,627.89	18,783.65	844.24	4.30%	39,255.78	37,763.73	1,492.05	3.80%	235,629.00
<a href="#">01-22-501020-1210</a>	VMO Fleet Care Tech - OT	1,570.20	14.00	1,556.20	99.11%	3,140.40	1,909.20	1,231.20	39.21%	18,850.00
<a href="#">01-22-502010-0010</a>	VMO Medicare Tax	323.62	279.62	44.00	13.60%	647.24	604.95	42.29	6.53%	3,885.00
<a href="#">01-22-502010-0020</a>	VMO Social Security Taxes	1,383.69	1,196.95	186.74	13.50%	2,767.38	2,588.08	179.30	6.48%	16,611.00
<a href="#">01-22-502020-2000</a>	VMO Retirement	2,074.75	1,520.25	554.50	26.73%	4,149.50	3,117.38	1,032.12	24.87%	24,907.00
<a href="#">01-22-502070-0010</a>	VMO Unemployment Taxes	111.62	37.74	73.88	66.19%	223.24	81.06	142.18	63.69%	1,340.00
<a href="#">01-22-502100-0000</a>	VMO Holiday Pay	960.00	945.74	14.26	1.49%	2,880.00	2,744.54	135.46	4.70%	13,440.00

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		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<a href="#">01-22-503030-0014</a>	VMO Uniforms	500.00	0.00	500.00	100.00%	1,000.00	0.00	1,000.00	100.00%	1,000.00
<a href="#">01-22-503050-0001</a>	VMO Fire Extinguishers	500.00	0.00	500.00	100.00%	1,000.00	0.00	1,000.00	100.00%	6,000.00
<a href="#">01-22-503050-0002</a>	VMO Radio Maintenance	0.00	0.00	0.00	0.00%	859.32	0.00	859.32	100.00%	2,100.00
<a href="#">01-22-503050-0003</a>	VMO Equipment Repairs - Shop Equipm...	625.00	458.42	166.58	26.65%	1,250.00	458.42	791.58	63.33%	7,500.00
<a href="#">01-22-503990-0004</a>	VMO Contract Svc - Maint	191,590.00	30,736.31	160,853.69	83.96%	383,180.00	182,181.45	200,998.55	52.46%	2,300,000.00
<a href="#">01-22-503990-0006</a>	VMO Contract Services - Towing	2,915.50	0.00	2,915.50	100.00%	5,831.00	4,771.54	1,059.46	18.17%	35,000.00
<a href="#">01-22-504990-0015</a>	VMO Cosmetic Maintenance Exterior	2,500.00	0.00	2,500.00	100.00%	5,000.00	1,482.00	3,518.00	70.36%	30,000.00
<a href="#">01-22-504990-0016</a>	VMO Cleaning Supplies - Vehicles	1,199.52	0.00	1,199.52	100.00%	2,399.04	0.00	2,399.04	100.00%	14,400.00
<a href="#">01-22-504990-0017</a>	VMO Shop Supplies Misc	0.00	143.88	(143.88)	0.00%	0.00	897.58	(897.58)	0.00%	5,000.00
<a href="#">01-22-504990-0018</a>	VMO Mechanic Tools/Shoes	1,600.00	412.96	1,187.04	74.19%	5,100.00	412.96	4,687.04	91.90%	6,350.00
<a href="#">01-22-504990-0019</a>	VMO Small Tools & Equipment	124.95	236.94	(111.99)	-89.63%	249.90	609.16	(359.26)	-143.76%	1,500.00
<a href="#">01-22-504990-0020</a>	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
<a href="#">01-22-504990-0021</a>	VMO Repair Parts - Fixed Route	0.00	0.00	0.00	0.00%	0.00	(28.42)	28.42	0.00%	0.00
<a href="#">01-22-509990-0004</a>	VMO Permits & Licenses	83.30	0.00	83.30	100.00%	166.60	0.00	166.60	100.00%	1,000.00
<b>Total Department: 22 - Fleet Maintenance:</b>		<b>227,690.04</b>	<b>54,766.46</b>	<b>172,923.58</b>	<b>75.95%</b>	<b>461,599.40</b>	<b>239,593.63</b>	<b>222,005.77</b>	<b>48.09%</b>	<b>2,729,512.00</b>
<b>Department: 31 - Facility Maintenance MSC</b>										
<a href="#">01-31-503050-0010</a>	FAM-M Contract Svc - General	1,000.00	0.00	1,000.00	100.00%	2,000.00	0.00	2,000.00	100.00%	12,000.00
<a href="#">01-31-504030-0100</a>	FAM-M maintenance expenditures	833.00	69.85	763.15	91.61%	1,666.00	247.49	1,418.51	85.14%	10,000.00
<b>Total Department: 31 - Facility Maintenance MSC:</b>		<b>1,833.00</b>	<b>69.85</b>	<b>1,763.15</b>	<b>96.19%</b>	<b>3,666.00</b>	<b>247.49</b>	<b>3,418.51</b>	<b>93.25%</b>	<b>22,000.00</b>
<b>Department: 32 - Facility Maintenance Leadville</b>										
<a href="#">01-32-503050-0010</a>	FAM-L Contract Svc - General	1,249.50	4,882.78	(3,633.28)	-290.78%	2,499.00	13,927.28	(11,428.28)	-457.31%	15,000.00
<a href="#">01-32-503060-0600</a>	FAM-L Contract Services	624.75	130.00	494.75	79.19%	1,249.50	130.00	1,119.50	89.60%	7,500.00
<a href="#">01-32-504990-0031</a>	FAM-L Cleaning Supplies - Leadville	416.50	95.90	320.60	76.97%	833.00	134.37	698.63	83.87%	5,000.00
<a href="#">01-32-505020-0001</a>	FAM-L Utilities - Leadville	666.40	226.45	439.95	66.02%	1,332.80	1,945.38	(612.58)	-45.96%	8,000.00
<b>Total Department: 32 - Facility Maintenance Leadville:</b>		<b>2,957.15</b>	<b>5,335.13</b>	<b>(2,377.98)</b>	<b>-80.41%</b>	<b>5,914.30</b>	<b>16,137.03</b>	<b>(10,222.73)</b>	<b>-172.85%</b>	<b>35,500.00</b>
<b>Department: 33 - Facility Maintenance Avon</b>										
<a href="#">01-33-503050-0010</a>	FAM-A Contract Svc - General	15,410.50	18,211.00	(2,800.50)	-18.17%	30,821.00	40,724.00	(9,903.00)	-32.13%	185,000.00
<a href="#">01-33-504030-0200</a>	FAM-A Electrical Related Expenditures	416.50	159.31	257.19	61.75%	833.00	159.31	673.69	80.88%	5,000.00
<a href="#">01-33-512060-0000</a>	FAM-A Leases and Rentals-Oper Yards or..	9,163.00	13,185.00	(4,022.00)	-43.89%	18,326.00	26,370.00	(8,044.00)	-43.89%	110,000.00
<b>Total Department: 33 - Facility Maintenance Avon:</b>		<b>24,990.00</b>	<b>31,555.31</b>	<b>(6,565.31)</b>	<b>-26.27%</b>	<b>49,980.00</b>	<b>67,253.31</b>	<b>(17,273.31)</b>	<b>-34.56%</b>	<b>300,000.00</b>
<b>Department: 41 - Facility Maintenance Stops</b>										
<a href="#">01-41-501020-0500</a>	MPS Admin Salaries	6,244.41	6,181.01	63.40	1.02%	12,488.82	12,246.77	242.05	1.94%	74,963.00
<a href="#">01-41-501020-1610</a>	MPS Admin - OT	499.55	538.95	(39.40)	-7.89%	999.10	870.81	128.29	12.84%	5,997.00
<a href="#">01-41-502010-0010</a>	MPS Medicare Tax	97.79	99.92	(2.13)	-2.18%	195.58	197.01	(1.43)	-0.73%	1,174.00
<a href="#">01-41-502010-0020</a>	Social Security Taxes	418.16	427.10	(8.94)	-2.14%	836.32	842.23	(5.91)	-0.71%	5,020.00
<a href="#">01-41-502020-2000</a>	MPS Retirement	624.41	646.04	(21.63)	-3.46%	1,248.82	1,039.34	209.48	16.77%	7,496.00
<a href="#">01-41-502070-0010</a>	MPS unemployment	33.73	13.20	20.53	60.87%	67.46	26.59	40.87	60.58%	405.00
<a href="#">01-41-502100-0000</a>	MPS - Holiday pay	289.71	288.32	1.39	0.48%	869.16	770.93	98.23	11.30%	4,056.00
<a href="#">01-41-503050-0010</a>	MPS Contract Svc - General	12,775.00	12,775.00	0.00	0.00%	25,550.00	25,550.00	0.00	0.00%	153,300.00
<a href="#">01-41-503060-0250</a>	MPS Equipment Rental	1,250.00	0.00	1,250.00	100.00%	2,500.00	0.00	2,500.00	100.00%	5,000.00
<a href="#">01-41-504010-1000</a>	MPS Supplies & Materials	416.50	48.94	367.56	88.25%	833.00	274.01	558.99	67.11%	5,000.00

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		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<a href="#">01-41-504010-2002</a>	MPS Fuel - Diesel	999.60	0.00	999.60	100.00%	1,999.20	0.00	1,999.20	100.00%	12,000.00
<a href="#">01-41-504030-0600</a>	MPS - uniform	250.00	0.00	250.00	100.00%	500.00	0.00	500.00	100.00%	500.00
<a href="#">01-41-504990-0029</a>	MPS Bus Stop Supplies	2,499.00	417.04	2,081.96	83.31%	4,998.00	1,278.62	3,719.38	74.42%	30,000.00
<a href="#">01-41-505020-0001</a>	MPS Utilites - Shelters	166.60	150.00	16.60	9.96%	333.20	300.00	33.20	9.96%	2,000.00
<b>Total Department: 41 - Facility Maintenance Stops:</b>		<b>26,564.46</b>	<b>21,585.52</b>	<b>4,978.94</b>	<b>18.74%</b>	<b>53,418.66</b>	<b>43,396.31</b>	<b>10,022.35</b>	<b>18.76%</b>	<b>306,911.00</b>
<b>Department: 50 - General &amp; Administration</b>										
<a href="#">01-50-501020-0500</a>	ADMIN Admin Salaries	93,187.54	87,983.50	5,204.04	5.58%	186,375.08	176,864.60	9,510.48	5.10%	1,118,698.00
<a href="#">01-50-501020-1610</a>	ADMIN Salaries - OT	175.84	111.00	64.84	36.87%	351.68	155.09	196.59	55.90%	2,111.00
<a href="#">01-50-502010-0010</a>	ADMIN Medicare Tax	1,329.63	1,337.25	(7.62)	-0.57%	2,659.26	2,645.27	13.99	0.53%	15,962.00
<a href="#">01-50-502010-0020</a>	ADMIN Social Security Taxes	5,685.22	5,721.37	(36.15)	-0.64%	11,370.44	11,314.37	56.07	0.49%	68,250.00
<a href="#">01-50-502020-2000</a>	ADMIN Retirement	9,152.17	8,665.60	486.57	5.32%	18,304.34	17,429.05	875.29	4.78%	109,870.00
<a href="#">01-50-502070-0010</a>	ADMIN Unemployment Taxes	458.48	100.46	358.02	78.09%	916.96	277.45	639.51	69.74%	5,504.00
<a href="#">01-50-503030-0001</a>	ADMIN Benefit Management Expenses	5,939.29	2,600.00	3,339.29	56.22%	11,878.58	6,837.50	5,041.08	42.44%	71,300.00
<a href="#">01-50-503030-0002</a>	ADMIN Legal Svcs - Labor Counsel	879.64	0.00	879.64	100.00%	1,759.28	0.00	1,759.28	100.00%	10,560.00
<a href="#">01-50-503030-0005</a>	ADMIN Legal Svcs - General	9,646.14	0.00	9,646.14	100.00%	19,292.28	7,151.50	12,140.78	62.93%	115,800.00
<a href="#">01-50-503030-0006</a>	ADMIN Legal Svcs - Special	937.12	0.00	937.12	100.00%	1,874.24	0.00	1,874.24	100.00%	11,250.00
<a href="#">01-50-503030-0013</a>	Admin Uniform	362.35	0.00	362.35	100.00%	724.70	0.00	724.70	100.00%	4,350.00
<a href="#">01-50-503030-3250</a>	ADMIN Consulting	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	50,000.00
<a href="#">01-50-503030-3290</a>	ADMIN Payroll & HRIS fee	1,647.34	2,760.11	(1,112.77)	-67.55%	3,294.68	4,391.00	(1,096.32)	-33.28%	19,776.00
<a href="#">01-50-503990-0003</a>	ADMIN Printing Expense	195.75	0.00	195.75	100.00%	391.50	0.00	391.50	100.00%	2,350.00
<a href="#">01-50-504990-0001</a>	ADMIN Office Supplies - General	1,950.55	505.46	1,445.09	74.09%	3,901.10	989.73	2,911.37	74.63%	23,416.00
<a href="#">01-50-504990-0002</a>	ADMIN Office Supplies - Postage	0.00	85.30	(85.30)	0.00%	0.00	85.30	(85.30)	0.00%	0.00
<a href="#">01-50-504990-0003</a>	ADMIN Office Supplies - Copy Machine	533.12	0.00	533.12	100.00%	1,066.24	0.00	1,066.24	100.00%	6,400.00
<a href="#">01-50-508010-0000</a>	ADMIN Purchased Transportation Servic...	160,000.00	160,748.95	(748.95)	-0.47%	320,000.00	328,219.38	(8,219.38)	-2.57%	1,680,000.00
<a href="#">01-50-509010-0000</a>	ADMIN Memberships & Subscriptions	5,902.08	772.50	5,129.58	86.91%	11,804.16	12,107.50	(303.34)	-2.57%	70,825.00
<a href="#">01-50-509020-0000</a>	ADMIN Travel - Meetings/Seminars	983.33	2,522.75	(1,539.42)	-156.55%	1,966.66	4,044.80	(2,078.14)	-105.67%	11,800.00
<a href="#">01-50-509020-0001</a>	ADMIN Training/Workshop	0.00	0.00	0.00	0.00%	0.00	1,300.00	(1,300.00)	0.00%	15,300.00
<a href="#">01-50-509020-0002</a>	ADMIN Board Meeting Expense	1,037.08	562.63	474.45	45.75%	2,074.16	853.10	1,221.06	58.87%	12,450.00
<a href="#">01-50-509020-0004</a>	ADMIN Employee Development Program	3,057.11	0.00	3,057.11	100.00%	6,114.22	0.00	6,114.22	100.00%	36,700.00
<a href="#">01-50-509020-1000</a>	ADMIN Employee Event Expenses	1,192.50	31.97	1,160.53	97.32%	2,385.00	194.01	2,190.99	91.87%	23,850.00
<a href="#">01-50-509020-1001</a>	ADMIN Employee Wellness Plan Expense	4,375.00	0.00	4,375.00	100.00%	8,750.00	0.00	8,750.00	100.00%	52,500.00
<a href="#">01-50-509080-0000</a>	ADMIN Recruiting Employees	4,583.33	1,493.11	3,090.22	67.42%	8,666.66	3,247.74	5,418.92	62.53%	55,000.00
<a href="#">01-50-509080-0100</a>	ADMIN Employee Recognition	2,070.80	8,384.92	(6,314.12)	-304.91%	4,141.60	8,384.92	(4,243.32)	-102.46%	207,080.00
<a href="#">01-50-509080-2000</a>	Treasurer fees	14,645.00	15,679.12	(1,034.12)	-7.06%	28,440.00	23,259.90	5,180.10	18.21%	127,501.00
<a href="#">01-50-509990-0002</a>	ADMIN Miscellaneous Expense	116.62	0.00	116.62	100.00%	233.24	26.99	206.25	88.43%	1,400.00
<a href="#">01-50-512120-0000</a>	ADMIN Leases and Rentals	69,612.58	68,753.19	859.39	1.23%	139,225.16	137,506.38	1,718.78	1.23%	835,351.00
<b>Total Department: 50 - General &amp; Administration:</b>		<b>399,655.61</b>	<b>368,819.19</b>	<b>30,836.42</b>	<b>7.72%</b>	<b>797,961.22</b>	<b>747,285.58</b>	<b>50,675.64</b>	<b>6.35%</b>	<b>4,765,354.00</b>
<b>Department: 51 - Finance</b>										
<a href="#">01-51-501020-0500</a>	ACCT-RM Admin Salaries	21,619.43	20,325.78	1,293.65	5.98%	43,238.86	40,874.34	2,364.52	5.47%	259,537.00
<a href="#">01-51-502010-0010</a>	ACCT-RM Medicare Tax	313.45	296.21	17.24	5.50%	626.90	590.25	36.65	5.85%	3,763.00
<a href="#">01-51-502010-0020</a>	ACCT-RM Social Security Taxes	1,340.38	1,267.04	73.34	5.47%	2,680.76	2,524.33	156.43	5.84%	16,091.00

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		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<a href="#">01-51-502020-2000</a>	ACCT-RM Retirement	2,161.96	2,031.98	129.98	6.01%	4,323.92	4,086.84	237.08	5.48%	25,954.00
<a href="#">01-51-502070-0010</a>	ACCT-RM Unemployment Taxes	108.12	31.77	76.35	70.62%	216.24	72.33	143.91	66.55%	1,298.00
<a href="#">01-51-503020-0000</a>	ACCT-RM Public Notices	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	500.00
<a href="#">01-51-503030-0009</a>	ACCT-RM Contracted Services	2,250.00	83.22	2,166.78	96.30%	4,500.00	2,814.82	1,685.18	37.45%	15,000.00
<a href="#">01-51-503030-0015</a>	ACCT-RM Audit Services	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	30,000.00
<a href="#">01-51-506030-0000</a>	ACCT-RM Insurance - General & Auto Li...	40,387.42	31,412.50	8,974.92	22.22%	80,774.84	62,825.00	17,949.84	22.22%	484,843.00
<a href="#">01-51-506040-1000</a>	ACCT-RM Insurance - WC	15,993.35	15,580.00	413.35	2.58%	31,986.70	31,161.00	825.70	2.58%	191,997.00
<a href="#">01-51-506080-0000</a>	ACCT-RM Insurance - CEBT	139,794.14	158,613.47	(18,819.33)	-13.46%	279,588.28	317,447.16	(37,858.88)	-13.54%	1,678,201.00
<a href="#">01-51-509010-0000</a>	ACCT-RM Memberships & Subscriptions	3,017.95	2,774.00	243.95	8.08%	6,035.90	5,548.00	487.90	8.08%	36,230.00
<a href="#">01-51-509020-0000</a>	ACCT-RM - Meetings/Training	166.60	0.00	166.60	100.00%	333.20	0.00	333.20	100.00%	2,000.00
<a href="#">01-51-509080-1000</a>	ACCT RM - Bank Fees	149.94	166.90	(16.96)	-11.31%	299.88	272.79	27.09	9.03%	1,800.00
<b>Total Department: 51 - Finance:</b>		<b>227,302.74</b>	<b>232,582.87</b>	<b>(5,280.13)</b>	<b>-2.32%</b>	<b>454,605.48</b>	<b>468,216.86</b>	<b>(13,611.38)</b>	<b>-2.99%</b>	<b>2,747,214.00</b>
<b>Department: 52 - IT</b>										
<a href="#">01-52-501020-0500</a>	IT Admin Salaries	27,252.67	26,175.59	1,077.08	3.95%	54,505.34	55,230.42	(725.08)	-1.33%	327,163.00
<a href="#">01-52-501020-1610</a>	IT - Salaries OT	1,085.23	468.13	617.10	56.86%	2,170.46	1,032.79	1,137.67	52.42%	13,028.00
<a href="#">01-52-502010-0010</a>	IT Medicare Tax	410.91	398.68	12.23	2.98%	821.82	826.43	(4.61)	-0.56%	4,933.00
<a href="#">01-52-502010-0020</a>	IT Social Security Taxes	1,756.96	1,707.62	49.34	2.81%	3,513.92	3,536.59	(22.67)	-0.65%	21,092.00
<a href="#">01-52-502020-2000</a>	IT Retirement	2,725.24	2,373.86	351.38	12.89%	5,450.48	5,025.59	424.89	7.80%	32,716.00
<a href="#">01-52-502070-0010</a>	IT Unemployment Taxes	141.69	47.95	93.74	66.16%	283.38	106.95	176.43	62.26%	1,701.00
<a href="#">01-52-503020-0006</a>	IT Communications	7,083.33	0.00	7,083.33	100.00%	14,166.66	1,132.01	13,034.65	92.01%	115,000.00
<a href="#">01-52-503030-0009</a>	IT Contracted Services	8,913.10	3,142.67	5,770.43	64.74%	17,826.20	15,589.68	2,236.52	12.55%	107,000.00
<a href="#">01-52-503030-0011</a>	IT Computer/Networks Software Agmt	9,079.70	7,251.97	1,827.73	20.13%	18,159.40	11,587.12	6,572.28	36.19%	109,000.00
<a href="#">01-52-503030-3250</a>	IT Consulting	8,500.00	499.58	8,000.42	94.12%	8,500.00	999.16	7,500.84	88.25%	34,000.00
<a href="#">01-52-503050-0000</a>	IT Office Equipment Maintenance	333.20	34.58	298.62	89.62%	666.40	195.27	471.13	70.70%	4,000.00
<a href="#">01-52-504990-0010</a>	IT Computer Supplies	1,980.00	159.47	1,820.53	91.95%	1,980.00	5,884.47	(3,904.47)	-197.20%	22,000.00
<a href="#">01-52-506080-0000</a>	IT - Cyber Insurance	1,332.80	1,097.27	235.53	17.67%	2,665.60	2,194.54	471.06	17.67%	16,000.00
<a href="#">01-52-509020-0000</a>	IT Travel - Meetings/Seminars	282.82	64.00	218.82	77.37%	282.82	64.00	218.82	77.37%	15,400.00
<a href="#">01-52-509020-0001</a>	IT Training/Workshop	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	12,000.00
<b>Total Department: 52 - IT:</b>		<b>70,877.65</b>	<b>43,421.37</b>	<b>27,456.28</b>	<b>38.74%</b>	<b>130,992.48</b>	<b>103,405.02</b>	<b>27,587.46</b>	<b>21.06%</b>	<b>835,033.00</b>
<b>Department: 53 - Planning</b>										
<a href="#">01-53-501020-0500</a>	PL Admin Salaries	18,370.89	17,570.25	800.64	4.36%	36,741.78	35,281.68	1,460.10	3.97%	220,539.00
<a href="#">01-53-502010-0010</a>	PL Medicare Tax	266.39	264.28	2.11	0.79%	532.78	521.09	11.69	2.19%	3,198.00
<a href="#">01-53-502010-0020</a>	PL Social Security Taxes	1,138.96	1,130.41	8.55	0.75%	2,277.92	2,228.52	49.40	2.17%	13,673.00
<a href="#">01-53-502020-2000</a>	PL Retirement	1,837.09	1,257.55	579.54	31.55%	3,674.18	2,522.46	1,151.72	31.35%	22,054.00
<a href="#">01-53-502070-0010</a>	PL Unemployment Taxes	91.87	35.65	56.22	61.20%	183.74	71.08	112.66	61.31%	1,103.00
<a href="#">01-53-503030-0009</a>	PL - Contracted Services	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	68,000.00
<a href="#">01-53-503030-3250</a>	PL Consulting	4,166.66	0.00	4,166.66	100.00%	8,333.32	0.00	8,333.32	100.00%	50,000.00
<a href="#">01-53-509020-0000</a>	PL Travel - Meetings/Seminars	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	2,000.00
<a href="#">01-53-509020-0001</a>	PL Training/Workshop	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	3,600.00
<b>Total Department: 53 - Planning:</b>		<b>25,871.86</b>	<b>20,258.14</b>	<b>5,613.72</b>	<b>21.70%</b>	<b>51,743.72</b>	<b>40,624.83</b>	<b>11,118.89</b>	<b>21.49%</b>	<b>384,167.00</b>

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		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Department: 54 - Marketing &amp; Customer Service</b>										
<a href="#">01-54-501020-0500</a>	MCS Admin Salaries	26,398.26	25,253.66	1,144.60	4.34%	52,796.52	50,288.46	2,508.06	4.75%	316,906.00
<a href="#">01-54-501020-1610</a>	MCS Salaries - OT	554.44	11.00	543.44	98.02%	1,108.88	52.85	1,056.03	95.23%	6,656.00
<a href="#">01-54-502010-0010</a>	MCS Medicare Tax	422.74	390.94	31.80	7.52%	845.48	785.95	59.53	7.04%	5,075.00
<a href="#">01-54-502010-0020</a>	MCS Social Security Taxes	1,807.77	1,674.20	133.57	7.39%	3,615.54	3,363.16	252.38	6.98%	21,702.00
<a href="#">01-54-502020-2000</a>	MCS Retirement	2,826.86	2,456.06	370.80	13.12%	5,653.72	4,780.69	873.03	15.44%	33,936.00
<a href="#">01-54-502070-0010</a>	MCS Unemployment Taxes	145.77	53.72	92.05	63.15%	291.54	108.20	183.34	62.89%	1,750.00
<a href="#">01-54-502100-0000</a>	MCS Holiday Pay	519.79	1,279.81	(760.02)	-146.22%	1,039.58	3,422.85	(2,383.27)	-229.25%	6,240.00
<a href="#">01-54-503030-3240</a>	MCS Contracted Services	4,161.66	1,925.00	2,236.66	53.74%	8,323.32	2,505.00	5,818.32	69.90%	49,940.00
<a href="#">01-54-503030-3260</a>	MCS Advertising	1,726.66	646.00	1,080.66	62.59%	3,453.32	1,207.00	2,246.32	65.05%	32,720.00
<a href="#">01-54-503030-3270</a>	MCS Events Expenses	778.33	540.64	237.69	30.54%	1,556.66	3,769.14	(2,212.48)	-142.13%	21,340.00
<a href="#">01-54-503990-0003</a>	MCS Printing Expense	1,050.00	765.08	284.92	27.14%	2,125.00	1,145.42	979.58	46.10%	31,800.00
<a href="#">01-54-504990-0002</a>	MCS Office Supplies	500.00	0.00	500.00	100.00%	1,000.00	1,416.51	(416.51)	-41.65%	22,400.00
<a href="#">01-54-509010-0000</a>	MCS Memberships & Subscriptions	842.24	265.80	576.44	68.44%	1,684.48	2,230.44	(545.96)	-32.41%	10,111.00
<a href="#">01-54-509020-0000</a>	MCS Travel - Meetings/Seminars	2,250.00	(108.00)	2,358.00	104.80%	2,625.00	30.00	2,595.00	98.86%	9,000.00
<a href="#">01-54-509020-0001</a>	MCS - Training Workshop	270.00	0.00	270.00	100.00%	270.00	0.00	270.00	100.00%	2,700.00
<b>Total Department: 54 - Marketing &amp; Customer Service:</b>		<b>44,254.52</b>	<b>35,153.91</b>	<b>9,100.61</b>	<b>20.56%</b>	<b>86,389.04</b>	<b>75,105.67</b>	<b>11,283.37</b>	<b>13.06%</b>	<b>572,276.00</b>
<b>Total Expense:</b>		<b>1,889,467.20</b>	<b>1,638,978.27</b>	<b>250,488.93</b>	<b>13.26%</b>	<b>6,184,237.22</b>	<b>5,798,650.42</b>	<b>385,586.80</b>	<b>6.23%</b>	<b>27,032,104.00</b>
<b>Total Revenues</b>		<b>3,028,300.91</b>	<b>2,779,321.24</b>	<b>(248,979.67)</b>	<b>-8.22%</b>	<b>6,059,796.72</b>	<b>5,877,939.79</b>	<b>(181,856.93)</b>	<b>-3.00%</b>	<b>27,546,899.00</b>
<b>Total Fund: 01 - General Fund:</b>		<b>1,138,833.71</b>	<b>1,140,342.97</b>	<b>1,509.26</b>		<b>(124,440.50)</b>	<b>79,289.37</b>	<b>203,729.87</b>		<b>514,795.00</b>
<b>Fund: 02 - Capital Fund</b>										
<b>Revenue</b>										
<b>Department: 00 - Assets</b>										
<a href="#">02-00-408020-0100</a>	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
<b>Total Department: 00 - Assets:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,000,000.00</b>
<b>Department: 60 - Vehicles</b>										
<a href="#">02-60-413990-2036</a>	FTA 5339 Capital revenue	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	494,000.00
<b>Total Department: 60 - Vehicles:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>494,000.00</b>
<b>Total Revenue:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,494,000.00</b>
<b>Expense</b>										
<b>Department: 60 - Vehicles</b>										
<a href="#">02-60-522000-0000</a>	Capital Outlay - Revenue Vehicles	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	760,000.00
<a href="#">02-60-522000-0001</a>	Capital Outlay - Service Vehicles	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	55,000.00
<b>Total Department: 60 - Vehicles:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>815,000.00</b>
<b>Department: 61 - Facilities</b>										
<a href="#">02-61-522000-0003</a>	Capital Outlay - Passenger Stations	10,412.50	0.00	10,412.50	100.00%	20,825.00	0.00	20,825.00	100.00%	125,000.00
<a href="#">02-61-522000-0005</a>	Capital Outlay - Maintenance Buildings	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	50,000.00
<a href="#">02-61-522000-0006</a>	Capital Outlay - Other Capital Investment	37,485.00	0.00	37,485.00	100.00%	74,970.00	0.00	74,970.00	100.00%	450,000.00
<b>Total Department: 61 - Facilities:</b>		<b>47,897.50</b>	<b>0.00</b>	<b>47,897.50</b>	<b>100.00%</b>	<b>95,795.00</b>	<b>0.00</b>	<b>95,795.00</b>	<b>100.00%</b>	<b>625,000.00</b>

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	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<b>Department: 62 - Equipment</b>									
<a href="#">02-62-522000-0009</a> Capital Outlay - Communication/Inform...	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	332,500.00
<a href="#">02-62-522000-0010</a> Capital Outlay- Other Capital Investment	0.00	0.00	0.00	0.00%	25,000.00	29,181.45	(4,181.45)	-16.73%	50,000.00
<b>Total Department: 62 - Equipment:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>25,000.00</b>	<b>29,181.45</b>	<b>(4,181.45)</b>	<b>-16.73%</b>	<b>382,500.00</b>
<b>Total Expense:</b>	<b>47,897.50</b>	<b>0.00</b>	<b>47,897.50</b>	<b>100.00%</b>	<b>120,795.00</b>	<b>29,181.45</b>	<b>91,613.55</b>	<b>75.84%</b>	<b>1,822,500.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,494,000.00</b>
<b>Total Fund: 02 - Capital Fund:</b>	<b>(47,897.50)</b>	<b>0.00</b>	<b>47,897.50</b>		<b>1,879,205.00</b>	<b>1,970,818.55</b>	<b>91,613.55</b>		<b>671,500.00</b>
<b>Fund: 03 - Air Fund</b>									
<b>Revenue</b>									
<b>Department: 70 - Airport Transfers</b>									
<a href="#">03-70-408020-0100</a> Transfer From General Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,500,000.00
<b>Total Department: 70 - Airport Transfers:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,500,000.00</b>
<b>Total Revenue:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,500,000.00</b>
<b>Expense</b>									
<b>Department: 70 - Airport Transfers</b>									
<a href="#">03-70-508010-0000</a> Minimum Revenue Guarantees	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	1,500,000.00
<b>Total Department: 70 - Airport Transfers:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,500,000.00</b>
<b>Total Expense:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,500,000.00</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>1,500,000.00</b>
<b>Total Fund: 03 - Air Fund:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>
<b>Fund: 04 - Housing Fund</b>									
<b>Revenue</b>									
<b>Department: 00 - Assets</b>									
<a href="#">04-00-408020-0100</a> Transfer from General Fund	0.00	0.00	0.00	0.00%	330,000.00	330,000.00	0.00	0.00%	330,000.00
<b>Total Department: 00 - Assets:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>330,000.00</b>	<b>330,000.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>330,000.00</b>
<b>Department: 81 - Quail Run 1</b>									
<a href="#">04-81-407990-2000</a> Quail run 106-4 & 107-2 rent income	4,859.05	4,963.75	104.70	2.15%	9,718.10	9,901.69	183.59	1.89%	58,332.00
<b>Total Department: 81 - Quail Run 1:</b>	<b>4,859.05</b>	<b>4,963.75</b>	<b>104.70</b>	<b>2.15%</b>	<b>9,718.10</b>	<b>9,901.69</b>	<b>183.59</b>	<b>1.89%</b>	<b>58,332.00</b>
<b>Department: 91 - Housing Ops LCV</b>									
<a href="#">04-91-407990-2000</a> LCV - rent income	5,613.17	6,257.14	643.97	11.47%	11,226.34	11,562.42	336.08	2.99%	67,385.00
<b>Total Department: 91 - Housing Ops LCV:</b>	<b>5,613.17</b>	<b>6,257.14</b>	<b>643.97</b>	<b>11.47%</b>	<b>11,226.34</b>	<b>11,562.42</b>	<b>336.08</b>	<b>2.99%</b>	<b>67,385.00</b>
<b>Department: 92 - Housing Ops Gypsum Apt</b>									
<a href="#">04-92-407990-2000</a> KRC - rent income	2,249.10	2,250.00	0.90	0.04%	4,498.20	4,500.00	1.80	0.04%	27,000.00
<b>Total Department: 92 - Housing Ops Gypsum Apt:</b>	<b>2,249.10</b>	<b>2,250.00</b>	<b>0.90</b>	<b>0.04%</b>	<b>4,498.20</b>	<b>4,500.00</b>	<b>1.80</b>	<b>0.04%</b>	<b>27,000.00</b>
<b>Department: 93 - Housing Ops All Other Locations</b>									
<a href="#">04-93-407990-2000</a> Riverdance - rent expense	4,131.68	1,600.00	(2,531.68)	-61.27%	8,263.36	3,200.00	(5,063.36)	-61.27%	49,600.00
<b>Total Department: 93 - Housing Ops All Other Locations:</b>	<b>4,131.68</b>	<b>1,600.00</b>	<b>(2,531.68)</b>	<b>-61.27%</b>	<b>8,263.36</b>	<b>3,200.00</b>	<b>(5,063.36)</b>	<b>-61.27%</b>	<b>49,600.00</b>

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	February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget	
<b>Department: 94 - Broadway</b>										
<a href="#">04-94-407990-2000</a>	Broadway - rent income	2,209.11	2,119.98	(89.13)	-4.03%	4,418.22	4,619.98	201.76	4.57%	26,520.00
<b>Total Department: 94 - Broadway:</b>		<b>2,209.11</b>	<b>2,119.98</b>	<b>(89.13)</b>	<b>-4.03%</b>	<b>4,418.22</b>	<b>4,619.98</b>	<b>201.76</b>	<b>4.57%</b>	<b>26,520.00</b>
<b>Department: 95 - Miller Road</b>										
<a href="#">04-95-407990-2000</a>	CMC - rent income	5,037.98	5,168.25	130.27	2.59%	10,075.96	9,453.75	(622.21)	-6.18%	60,480.00
<b>Total Department: 95 - Miller Road:</b>		<b>5,037.98</b>	<b>5,168.25</b>	<b>130.27</b>	<b>2.59%</b>	<b>10,075.96</b>	<b>9,453.75</b>	<b>(622.21)</b>	<b>-6.18%</b>	<b>60,480.00</b>
<b>Department: 96 - Eby Creek</b>										
<a href="#">04-96-407990-2000</a>	Overlook @ Eby creek - rent income	5,597.76	3,396.84	(2,200.92)	-39.32%	11,195.52	7,909.84	(3,285.68)	-29.35%	67,200.00
<b>Total Department: 96 - Eby Creek:</b>		<b>5,597.76</b>	<b>3,396.84</b>	<b>(2,200.92)</b>	<b>-39.32%</b>	<b>11,195.52</b>	<b>7,909.84</b>	<b>(3,285.68)</b>	<b>-29.35%</b>	<b>67,200.00</b>
<b>Department: 97 - Housing Operations The Pike</b>										
<a href="#">04-97-407990-2000</a>	The Pike - rent income	6,351.00	2,361.00	(3,990.00)	-62.82%	12,702.00	3,872.00	(8,830.00)	-69.52%	52,212.00
<b>Total Department: 97 - Housing Operations The Pike:</b>		<b>6,351.00</b>	<b>2,361.00</b>	<b>(3,990.00)</b>	<b>-62.82%</b>	<b>12,702.00</b>	<b>3,872.00</b>	<b>(8,830.00)</b>	<b>-69.52%</b>	<b>52,212.00</b>
<b>Total Revenue:</b>		<b>36,048.85</b>	<b>28,116.96</b>	<b>(7,931.89)</b>	<b>-22.00%</b>	<b>402,097.70</b>	<b>385,019.68</b>	<b>(17,078.02)</b>	<b>-4.25%</b>	<b>738,729.00</b>
<b>Expense</b>										
<b>Department: 80 - Admin of Housing Programs</b>										
<a href="#">04-80-503030-3250</a>	Housing Project _ Consulting Fee	10,000.00	0.00	10,000.00	100.00%	10,000.00	0.00	10,000.00	100.00%	40,000.00
<a href="#">04-80-503050-0010</a>	Contract Services General	916.30	0.00	916.30	100.00%	1,832.60	0.00	1,832.60	100.00%	11,000.00
<a href="#">04-80-505020-0001</a>	WIFI And Utilites	749.70	922.81	(173.11)	-23.09%	1,499.40	3,091.52	(1,592.12)	-106.18%	9,000.00
<b>Total Department: 80 - Admin of Housing Programs:</b>		<b>11,666.00</b>	<b>922.81</b>	<b>10,743.19</b>	<b>92.09%</b>	<b>13,332.00</b>	<b>3,091.52</b>	<b>10,240.48</b>	<b>76.81%</b>	<b>60,000.00</b>
<b>Department: 81 - Quail Run 1</b>										
<a href="#">04-81-504990-0011</a>	Materials & Supplies	833.00	0.00	833.00	100.00%	1,666.00	(287.22)	1,953.22	117.24%	10,000.00
<a href="#">04-81-510125-0000</a>	HOA Dues	719.71	720.00	(0.29)	-0.04%	1,439.42	1,440.00	(0.58)	-0.04%	8,640.00
<a href="#">04-81-512130-0000</a>	Quail run misc. expense	246.56	0.00	246.56	100.00%	493.12	0.00	493.12	100.00%	2,960.00
<b>Total Department: 81 - Quail Run 1:</b>		<b>1,799.27</b>	<b>720.00</b>	<b>1,079.27</b>	<b>59.98%</b>	<b>3,598.54</b>	<b>1,152.78</b>	<b>2,445.76</b>	<b>67.97%</b>	<b>21,600.00</b>
<b>Department: 91 - Housing Ops LCV</b>										
<a href="#">04-91-504990-0011</a>	LCV - Materials & Supplies	108.29	1,187.94	(1,079.65)	-997.00%	216.58	2,066.36	(1,849.78)	-854.09%	1,300.00
<a href="#">04-91-512130-0000</a>	LCV - Rent Expense	10,553.77	7,583.41	2,970.36	28.15%	21,107.54	15,017.45	6,090.09	28.85%	126,696.00
<b>Total Department: 91 - Housing Ops LCV:</b>		<b>10,662.06</b>	<b>8,771.35</b>	<b>1,890.71</b>	<b>17.73%</b>	<b>21,324.12</b>	<b>17,083.81</b>	<b>4,240.31</b>	<b>19.89%</b>	<b>127,996.00</b>
<b>Department: 92 - Housing Ops Gypsum Apt</b>										
<a href="#">04-92-504990-0011</a>	KRC - Materials & Supplies	108.33	0.00	108.33	100.00%	216.66	0.00	216.66	100.00%	1,300.00
<a href="#">04-92-512130-0000</a>	KRC - rent expense	4,040.05	4,300.00	(259.95)	-6.43%	8,080.10	8,600.00	(519.90)	-6.43%	48,500.00
<b>Total Department: 92 - Housing Ops Gypsum Apt:</b>		<b>4,148.38</b>	<b>4,300.00</b>	<b>(151.62)</b>	<b>-3.65%</b>	<b>8,296.76</b>	<b>8,600.00</b>	<b>(303.24)</b>	<b>-3.65%</b>	<b>49,800.00</b>
<b>Department: 93 - Housing Ops All Other Locations</b>										
<a href="#">04-93-504990-0011</a>	Riverdance - Materials & Supplies	108.29	0.00	108.29	100.00%	216.58	0.00	216.58	100.00%	1,300.00
<a href="#">04-93-512130-0000</a>	Riverdance - Rent Expense	6,765.62	2,620.00	4,145.62	61.27%	13,531.24	5,240.00	8,291.24	61.27%	81,220.00
<b>Total Department: 93 - Housing Ops All Other Locations:</b>		<b>6,873.91</b>	<b>2,620.00</b>	<b>4,253.91</b>	<b>61.88%</b>	<b>13,747.82</b>	<b>5,240.00</b>	<b>8,507.82</b>	<b>61.88%</b>	<b>82,520.00</b>
<b>Department: 94 - Broadway</b>										
<a href="#">04-94-504990-0011</a>	Broadway - Materials & Supplies	108.29	0.00	108.29	100.00%	216.58	299.98	(83.40)	-38.51%	1,300.00

My Monthly Budget Report

For Fiscal: FY26 Period Ending: 02/28/2026

		February Budget	February Activity	Variance Favorable (Unfavorable)	Percent Remaining	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Remaining	Total Budget
<a href="#">04-94-512130-0000</a>	Broadway - rent expense	2,998.80	3,000.00	(1.20)	-0.04%	5,997.60	6,000.00	(2.40)	-0.04%	36,000.00
	<b>Total Department: 94 - Broadway:</b>	<b>3,107.09</b>	<b>3,000.00</b>	<b>107.09</b>	<b>3.45%</b>	<b>6,214.18</b>	<b>6,299.98</b>	<b>(85.80)</b>	<b>-1.38%</b>	<b>37,300.00</b>
	<b>Department: 95 - Miller Road</b>									
<a href="#">04-95-504990-0011</a>	CMC - Materials & Supplies	108.29	75.44	32.85	30.34%	216.58	75.44	141.14	65.17%	1,300.00
<a href="#">04-95-512130-0000</a>	CMC - rent expense	10,220.24	9,948.00	272.24	2.66%	20,440.48	19,896.00	544.48	2.66%	122,692.00
	<b>Total Department: 95 - Miller Road:</b>	<b>10,328.53</b>	<b>10,023.44</b>	<b>305.09</b>	<b>2.95%</b>	<b>20,657.06</b>	<b>19,971.44</b>	<b>685.62</b>	<b>3.32%</b>	<b>123,992.00</b>
	<b>Department: 96 - Eby Creek</b>									
<a href="#">04-96-504990-0011</a>	Overlook @ Eby creek - Materials & Sup...	108.29	3.99	104.30	96.32%	216.58	3.99	212.59	98.16%	1,300.00
<a href="#">04-96-512130-0000</a>	Overlook @ Eby creek - rent expense	9,792.99	12,423.80	(2,630.81)	-26.86%	19,585.98	26,047.72	(6,461.74)	-32.99%	117,563.00
	<b>Total Department: 96 - Eby Creek:</b>	<b>9,901.28</b>	<b>12,427.79</b>	<b>(2,526.51)</b>	<b>-25.52%</b>	<b>19,802.56</b>	<b>26,051.71</b>	<b>(6,249.15)</b>	<b>-31.56%</b>	<b>118,863.00</b>
	<b>Department: 97 - Housing Operations The Pike</b>									
<a href="#">04-97-504990-0011</a>	The Pike - Materials & Supplies	108.29	0.00	108.29	100.00%	216.58	0.00	216.58	100.00%	1,300.00
<a href="#">04-97-512130-0000</a>	The Pike rent expense	11,547.83	10,495.05	1,052.78	9.12%	23,095.66	20,940.00	2,155.66	9.33%	114,335.00
	<b>Total Department: 97 - Housing Operations The Pike:</b>	<b>11,656.12</b>	<b>10,495.05</b>	<b>1,161.07</b>	<b>9.96%</b>	<b>23,312.24</b>	<b>20,940.00</b>	<b>2,372.24</b>	<b>10.18%</b>	<b>115,635.00</b>
	<b>Total Expense:</b>	<b>70,142.64</b>	<b>53,280.44</b>	<b>16,862.20</b>	<b>24.04%</b>	<b>130,285.28</b>	<b>108,431.24</b>	<b>21,854.04</b>	<b>16.77%</b>	<b>737,706.00</b>
	<b>Total Revenues</b>	<b>36,048.85</b>	<b>28,116.96</b>	<b>(7,931.89)</b>	<b>-22.00%</b>	<b>402,097.70</b>	<b>385,019.68</b>	<b>(17,078.02)</b>	<b>-4.25%</b>	<b>738,729.00</b>
	<b>Total Fund: 04 - Housing Fund:</b>	<b>(34,093.79)</b>	<b>(25,163.48)</b>	<b>8,930.31</b>		<b>271,812.42</b>	<b>276,588.44</b>	<b>4,776.02</b>		<b>1,023.00</b>
	<b>Report Total:</b>	<b>1,056,842.42</b>	<b>1,115,179.49</b>	<b>58,337.07</b>		<b>2,026,576.92</b>	<b>2,326,696.36</b>	<b>300,119.44</b>		<b>1,187,318.00</b>



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: 99 - First Bank AP-99 - First Bank Checking AP</b>						
AT&T 2	AT&T Mobility, LLC	02/06/2026	Regular	0.00	2,263.82	10829
AT&T	AT&T Mobility, LLC	02/06/2026	Regular	0.00	3,052.30	10830
BLUE MONSTER	Blue Monster Service LLC	02/06/2026	Regular	0.00	292.00	10831
CCFW&U	Collins Cole Flynn Winn & Ulmer	02/06/2026	Regular	0.00	3,344.00	10832
CRS	CRS of Colorado	02/06/2026	Regular	0.00	2,296.60	10833
ISTONISH	Istonish, Inc.	02/06/2026	Regular	0.00	5,725.00	10834
LAKE CREEK	Lake Creek Village Apt	02/06/2026	Regular	0.00	7,583.41	10835
NCCG	Northwest Colorado Council of Governments	02/06/2026	Regular	0.00	8,000.00	10836
PARKVILLE WD	Parkville Water District	02/06/2026	Regular	0.00	102.58	10837
PDS	PDS Inc.	02/06/2026	Regular	0.00	1,128.03	10838
PSI	Plumbing Systems Inc.	02/06/2026	Regular	0.00	521.50	10839
SSI	Signature Signs, Inc.	02/06/2026	Regular	0.00	1,482.00	10840
SDA	Special District Association	02/06/2026	Regular	0.00	1,237.50	10841
SIPA	Statewide Internet Portal Authority	02/06/2026	Regular	0.00	2,056.67	10842
PIKE	The Pike	02/06/2026	Regular	0.00	2,695.05	10843
TRYBE	Trybe Property Management	02/06/2026	Regular	0.00	12,423.80	10844
Vision S	Vision Security LLC	02/06/2026	Regular	0.00	339.00	10845
Xcel	Xcel Energy	02/06/2026	Regular	0.00	1,496.82	10846
TERM VENDOR	Term Vendor	02/12/2026	Regular	0.00	472.56	10847
Clean Up	Clean Up Janitorial Services LLC	02/13/2026	Regular	0.00	430.00	10848
COLLETT	Collett Enterprises, Inc.	02/13/2026	Regular	0.00	1,650.50	10849
CCFW&U	Collins Cole Flynn Winn & Ulmer	02/13/2026	Regular	0.00	7,511.50	10850
EC Fleet	Eagle County Fleet Services	02/13/2026	Regular	0.00	131,225.49	10851
Doctors on Call	Guy J. Kovacevich, M.D., P.C.	02/13/2026	Regular	0.00	360.00	10852
ACE	Gypsum Eagle Ace Hardware LLC	02/13/2026	Regular	0.00	61.57	10853
Intercom	Intercom, Inc	02/13/2026	Regular	0.00	1,698.84	10854
All Seasons Rental	JMRJ Tools & Equipment LLC	02/13/2026	Regular	0.00	458.42	10855
KNS	KNS Broadcasting	02/13/2026	Regular	0.00	561.00	10856
SGM	Schmueser Gordon Meyer, Inc.	02/13/2026	Regular	0.00	2,354.00	10857
Shades Of Green	Scott A Green	02/13/2026	Regular	0.00	12,775.00	10858
AVON	Town of Avon	02/13/2026	Regular	0.00	35,698.00	10859
Chargepoint	ChargePoint, Inc	02/20/2026	Regular	0.00	25,414.45	10860
ISTONISH	Istonish, Inc.	02/20/2026	Regular	0.00	7,473.17	10861
PROCOM	Procom LLC	02/20/2026	Regular	0.00	1,239.25	10862
RAE	RAE Security, Inc.	02/20/2026	Regular	0.00	1,220.47	10863
TYLER TECH	Tyler Technologies, Inc.	02/20/2026	Regular	0.00	435.00	10864
TERM VENDOR	Term Vendor	02/20/2026	Regular	0.00	4,249.51	10865
TERM VENDOR	Term Vendor	02/20/2026	Regular	0.00	3,238.24	10866
TERM VENDOR	Term Vendor	02/24/2026	Regular	0.00	5,897.38	10867
AES	Alliance Electric Solutions LLC	02/27/2026	Regular	0.00	3,767.00	10868
COLLETT	Collett Enterprises, Inc.	02/27/2026	Regular	0.00	1,650.50	10869
ECFM	Eagle County Facilities Management	02/27/2026	Regular	0.00	68,753.19	10870
EVBH	Eagle Valley Mental Health	02/27/2026	Regular	0.00	1,637.50	10871
FROST CREEK	Frost Creek	02/27/2026	Regular	0.00	7,800.00	10872
HYFYVE	HyFyve	02/27/2026	Regular	0.00	1,925.00	10873
Colorado DOT	Jessica Guthrie	02/27/2026	Regular	0.00	240.00	10874
QUAIL RUN	Quail Run	02/27/2026	Regular	0.00	720.00	10875
RIVER DANCE	River Dance	02/27/2026	Regular	0.00	2,620.00	10876
SP PLUS	SP Plus	02/27/2026	Regular	0.00	167,470.43	10877
SIPA	Statewide Internet Portal Authority	02/27/2026	Regular	0.00	2,255.93	10878
AVON	Town of Avon	02/27/2026	Regular	0.00	44,710.72	10879
UNIFIRST	UniFirst Corporation	02/27/2026	Regular	0.00	7,417.74	10880
CEBT	CEBT Payments	02/10/2026	Bank Draft	0.00	168,115.67	DFT0000108
PINNACOL	Pinnacol Assurance	02/21/2026	Bank Draft	0.00	15,580.00	DFT0000109

**My Check Report**

**Date Range: 02/01/2026 - 02/28/2026**

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
FB CC	FirstBank CC	02/23/2026	Bank Draft	0.00	30,204.25	DFT0000116

**Bank Code 99 - First Bank AP Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	62	52	0.00	611,432.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	213,899.92
EFT's	0	0	0.00	0.00
	<b>65</b>	<b>55</b>	<b>0.00</b>	<b>825,332.36</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	52	0.00	611,432.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	213,899.92
EFT's	0	0	0.00	0.00
	<b>65</b>	<b>55</b>	<b>0.00</b>	<b>825,332.36</b>

### Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash Fund	2/2026	825,332.36
			<b>825,332.36</b>

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

**Meeting Date:** 4/08/2026

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**SUBJECT:** 5311 Grant Agreement for Rural Transit Funding

**RECOMMENDED ACTIONS:** Approve signature of the 5311 Grant Agreement

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**Background**

The 5311 Grant Agreement provides federal funding under 49 USC §5311 to support public transportation in rural areas. The grant will fund capital, planning, and operating activities that help ensure reliable transit access for residents who depend on these services.

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**Attachments:**

1. The 5311 Grant Agreement

# STATE OF COLORADO SUBAWARD AGREEMENT

## COVER PAGE

<p><b>State Agency</b>                  Department of Transportation</p> <p><b>Subrecipient</b>                  Eagle Valley Transportation Authority dba Core Transit</p> <p><b>Subaward Agreement Amount</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Federal Funds-Administrative Maximum Amount (80%)</td> <td style="width: 10%; text-align: right;">\$65,980.00</td> </tr> <tr> <td>Local Funds-Administrative Local Match Amount (20%)</td> <td style="text-align: right;">\$16,495.00</td> </tr> <tr> <td>Federal Funds-Operating Maximum Amount (50%)</td> <td style="text-align: right;">\$593,829.00</td> </tr> <tr> <td>Local Funds-Operating Local Match Amount (50%)</td> <td style="text-align: right;">\$593,829.00</td> </tr> </table> <p>Agreement Total <span style="float: right;">\$1,270,133.00</span></p>	Federal Funds-Administrative Maximum Amount (80%)	\$65,980.00	Local Funds-Administrative Local Match Amount (20%)	\$16,495.00	Federal Funds-Operating Maximum Amount (50%)	\$593,829.00	Local Funds-Operating Local Match Amount (50%)	\$593,829.00	<p><b>Agreement Number / PO Number</b>                  Routing #: 26-HTR-ZL-00083                  PO #:491004066</p> <p><b>Agreement Performance Beginning Date</b>                  The earlier of the Effective Date or January 1, 2026</p> <p><b>Initial Agreement Expiration Date</b>                  December 31, 2026</p> <p><b>Fund Expenditure End Date</b>                  December 31, 2026</p> <p><b>Agreement Authority</b>                  Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104, 23 USC §149, 49 USC §5307(a)(2) and (3).</p>
Federal Funds-Administrative Maximum Amount (80%)	\$65,980.00								
Local Funds-Administrative Local Match Amount (20%)	\$16,495.00								
Federal Funds-Operating Maximum Amount (50%)	\$593,829.00								
Local Funds-Operating Local Match Amount (50%)	\$593,829.00								

**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)

By: \_\_\_\_\_  
Rich Carroll, Board Chair

Date: \_\_\_\_\_

### STATE OF COLORADO

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

By: \_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer

Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

\_\_\_\_\_  
By: Department of Transportation

Effective Date: \_\_\_\_\_

## 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**

<b>Project Description*</b>	2026-5311: Admin/Operating				
<b>Federal Awarding Agency</b>	Federal Transit Administration (FTA)				
<b>Year of Funding and Federal Funding Source</b>	FFY 2025 FTA-5311				
<b>CFDA Title</b>	Formula Grants for Rural Areas Program				
<b>CFDA #</b>	20.509	<b>FAIN**</b>	To Be Determined		
<b>Federal Award Date**</b>	To Be Determined				
<b>CDOT Awarding Official</b>	Chief Engineer				
<b>Address</b>	2829 W. Howard Place Denver, CO 80204	<b>Phone #</b>	(303) 757-9170		
<b>Subaward/Project Period of Performance and Budget Period Start Date</b>	The Effective Date or January 1, 2026 (whichever is earlier)				
<b>Subaward/Project Period of Performance and Budget Period End Date</b>	December 31, 2026				
<b>Subrecipient</b>	Eagle Valley Transportation Authority dba Core Transit (Core Transit)	<b>UEID #</b>	J2P4UP7CRH49		
<b>Contact Name</b>	Dave Levy	<b>Vendor #</b>	2100915		
<b>Address</b>	3289 Cooley Mesa Road PO Box 1070 Gypsum, CO 81637	<b>Phone #</b>	(970) 376-2088		
<b>Email</b>	dave.levy@coretransit.org	<b>Indirect Rate</b>	NA		
<b>Total Project Budget</b>					<b>\$1,270,133.00</b>
<b>Budget</b>	<b>WBS***</b>	<b>ALI</b>	<b>Federal Funds</b>	<b>Local Funds</b>	<b>Total</b>
Administrative	25-11-5045.EVTA.620	11.79.00	80% \$65,980.00	20% \$16,495.00	\$82,475.00
Operating	25-11-4045.EVTA.600	30.09.01	50% \$593,829.00	50% \$593,829.00	\$1,187,658.00
<b>Total Project Amount Encumbered via this Subaward Agreement</b>					<b>\$1,270,133.00</b>

\*This is not a research and development grant.

\*\*The FAIN and/or Federal Award Date are not available at the time of execution of this Subaward Agreement. This information will be maintained in COTRAMS, CDOT's transit awards management system, and will be provided 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 for calendar year 2026 (January 1 - December 31).

**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	12/31/2026
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: <b>December 31, 2026.</b>	

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 28<sup>th</sup>;
  - b. Quarter 2 due July 28<sup>th</sup>;
  - c. Quarter 3 due October 28<sup>th</sup>; and
  - d. Annual Report, including Quarter 4, due January 28<sup>th</sup>.
6. 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 28<sup>th</sup>; and
  - b. Quarter 2 - Quarter 3 (for April 1 - September 30) due October 28<sup>th</sup>.

### C. Project Budget

1. The Total Project Budget is \$1,270,133.00. CDOT will pay no more than 80% of the eligible, actual administrative costs, up to the maximum amount of \$65,980.00, and no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$593,829.00. 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 of \$65,980.00 (80%) for administrative costs and \$593,829.00 (50%) for operating costs, and matching Local Funds of \$16,495.00 (20%) for administrative costs and \$593,829.00 (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 (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

### 2. DEFINITIONS.

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

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

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

### 3. COMPLIANCE.

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

**6. REPORTING.**

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

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

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

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

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

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

**10. ACCESS TO RECORDS.**

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

**11. SINGLE AUDIT REQUIREMENTS.**

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

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

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

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

## 12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

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

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

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

### 13. CERTIFICATIONS.

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

### 14. EXEMPTIONS.

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

### 15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

False or Fraudulent Statements or Claims.

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

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

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

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

### 3(G) - Federal Changes

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

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

### 12 - Civil Rights

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

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

(d) Equal Employment Opportunity.

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

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

Incorporation of FTA Terms - 16.a.

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

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

#### Energy Conservation - 26.j

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

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

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

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

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

From Section 4. Ethics.

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

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

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

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

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

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

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

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

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

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

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

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

From Section 4. Ethics.

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

#### **Section 26. Environmental Protections - Clean Air and Clean Water**

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

#### **Applicable with the Transfer of Property or Persons**

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

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

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

#### **Applicable to Construction Activities**

#### **Section 24. Employee Protections.**

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

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

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

From Section 16

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

From Section 23

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

Section 12 Civil Rights D(3)

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

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

### **Applicable to Nonconstruction Activities**

From Section 24. Employee Protections

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

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

### **Applicable to Transit Operations**

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

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

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

**Section 29. School Bus Operations.**

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

From Section 35 Substance Abuse

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

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

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

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

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

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

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

- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement (FTA MA(23)) pertaining to rights in data either implies a license to the Federal Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (h) *Data Developed Without Federal Assistance or Support.* The Subrecipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Subrecipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked "Proprietary," or "Confidential."
- (i) *Requirements to Release Data.* The Subrecipient understands and agrees that the Federal Government may be required to release data and information the Subrecipient submits to the Federal Government as required under:
  - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552,
  - (2) The U.S. DOT Common Rules,
  - (3) U.S. DOT Public Access Plan, which provides that the Subrecipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/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:
  - ⑩ Identify check number or EFT number;
  - ⑩ If no check number is available, submit Accounts Payable Distribution report with the General Ledger;
  - ⑩ In-Kind (must be pre-approved by State) and/or cash match;
  - ⑩ Date of the report;
  - ⑩ Accounting period;
  - ⑩ Current period transactions; and
  - ⑩ Account coding for all incurred expenditures.
- If no General Ledger Report, all of the following are acceptable:
  - ⑩ copies of checks;
  - ⑩ check registers; and
  - ⑩ 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:
  - ⑩ Copy of Financial Statement;
  - ⑩ Personnel Cost Worksheet;
  - ⑩ State of Employee Benefits; and
  - ⑩ Cost Policy Statement.

**To:** The Core Transit Board  
**From:** Sanjok Timilsina, Director of Finance

**Meeting Date:** 04/08/26

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**SUBJECT:** New operating bank account

**RECOMMENDED ACTIONS:** Authorize the Authority's Treasurer sign all documents necessary to open an operating account and a money market account with NBH Bank/ Community Banks of Colorado.

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**BACKGROUND:**

Core Transit currently maintains an operating and a savings account with FirstBank. Following FirstBank's recent merger with PNC Bank, these accounts are scheduled to transition to PNC in June.

Considering this change, staff took the opportunity to evaluate other local banking options to ensure Core Transit continues to receive the best possible services and value. Staff conducted interviews with five local banks as part of this review process.

After comparing services, features, and overall offerings, staff recommend moving forward with NBH Bank (Community Banks of Colorado). While all institutions provided similar core services, NBH stood out for the following reasons:

1. Competitive Interest Rates – NBH offers a more favorable interest rate on savings accounts.
2. Advance technology – They have a modern online banking platform with an ability to integrate with our accounting software.
3. Advanced Credit Card Platform – NBH provides a more robust credit card management system, offering flexibility should we choose to transition from our current provider in the future.

Additionally, staff requested and received references from three local

government entities currently using NBH. Feedback from all references was positive.

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**FINANCIAL CONSIDERATIONS:**

N/A

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**ATTACHMENTS:**

New bank account request letter

Eagle Valley Transportation Authority DbA Core Transit  
PO Box 1070  
Gypsum, CO 81637  
970 328 3520

Date: 4/8/2026

NBH Bank/Community Banks of Colorado  
Attn: Timothy Haley / Beth Chabot  
313 Chambers Avenue #A  
Eagle, CO. 81631

RE: Request to Open New Account with Online Banking

This letter serves to request a new account with online banking and wire origination at Community Banks of Colorado, a division of NBH Bank. Details of the account are as follows:

Please open a new (Account Type) with the following signers:

1. Legal Entity Name: Eagle Valley Transportation Authority
2. EIN #: 92-1125468
3. PDPA # if applicable: 080171000101
4. Physical & Mailing Address: 3289 Cooley Mesa Road, Gypsum CO, 81637; PO Box 1070, Gypsum CO 81637
5. Phone: 970 328 3520
6. Email: accounting@coretransit.org
7. Type & purpose of Account: Operating Account; Money Market (Investment) Account

8. Signers:

Scott Robinson, Deputy Director/Treasurer

Tanya Allen, Executive Director

Rich Carroll, Board President

Online banking services and Administrator

1. Services:

a. Online Banking

b. ACH Origination

c. Wires

d. Premium Reporting

e. Fraud Control Service (Payee Positive Pay; ACH Positive Pay)

2. Please identify the authorized individual designated as the online banking administrator

Sanjok Timilsina, Director of Finance

Sincerely,

Scott Robinson

Deputy Director & Treasurer

**To:** The Core Transit Board  
**From:** Sanjok Timilsina, Director of Finance

**Meeting Date:** 04/08/26

---

**SUBJECT:** Bank Account Signer Update

**RECOMMENDED ACTIONS:** Approve the bank signer update as presented by staff.

---

**BACKGROUND:**

Core Transit has active accounts with four financial institutions for our daily operations and treasury activities. We are also in the process of opening an account with NBH (Community Banks of Colorado). With the recent change in board leadership, a change in authorized signers is needed. It is best practice for a board member to be a signer on all accounts along with select staff. This ensures multiple controls within the Core Transit organizational structure.

**1. First Bank**

- a. Current signers include: (former) Board President Earle Bidez, Executive Director Tanya Allen, Deputy Director Scott Robinson
- b. Proposed signers: (current) Board President Rich Carroll, Executive Director Tanya Allen, Deputy Director Scott Robinson

**2. NBH Bank/Community Banks of Colorado**

- a. Current signers include: None
- b. Proposed signers: Board President Rich Carroll, Executive Director Tanya Allen, Deputy Director Scott Robinson

**3. ColoTrust**

- a. Current signers include: (former) Board President Earle Bidez, Executive Director Tanya Allen, Deputy Director Scott Robinson, Director of Finance Sanjok Timilsina
- b. Proposed signers: (current) Board President Rich Carroll,

Executive Director Tanya Allen, Deputy Director Scott Robinson, Director of Finance Sanjok Timilsina

**4. CSIP**

- a. Current signers include: (former) Board President Earle Bidez, Executive Director Tanya Allen, Deputy Director Scott Robinson
- b. Proposed signers: (current) Board President Rich Carroll, Executive Director Tanya Allen, Deputy Director Scott Robinson

**5. MBS /Pershing (safekeep account)**

- a. Current signers include: (former) Board President Earle Bidez, Executive Director Tanya Allen, Deputy Director Scott Robinson
- b. Proposed signers: (current) Board President Rich Carroll, Executive Director Tanya Allen, Deputy Director Scott Robinson

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**FINANCIAL CONSIDERATIONS:**

N/A

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**ATTACHMENTS:**

- 1. None

**To:** The Core Transit Board  
**From:** Dave Levy, Planning Manager

**Meeting Date:** 04/08/2026

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**SUBJECT:** Customer Feedback – Winter '25-26 Schedule and Service

**RECOMMENDED ACTIONS:** Discussion Only

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### **Background**

Core Transit is committed to listening to our customers and learning how we can improve service. In March Core Transit deployed a survey seeking public feedback on the Winter '25-26 schedule.

The purpose of this survey is to learn how specific schedule changes that were implemented for the season are being used, if they are working for riders, and how these changes can be improved upon for maximum benefit.

The survey is an essential part of our new bi-annual scheduling cadence that includes issuing surveys at the end of each season to inform the following year's schedule build.

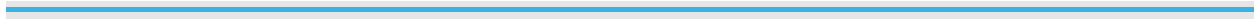
Seeking public feedback on the current schedule ensures that community members can participate in our decision-making process; that we are continually improving the effectiveness and equity of our service by incorporating diverse perspectives into the process; and that we understand and address public concerns proactively.

We invite the public to share their views on the Winter '25-26 schedule and any other aspect of our service in this meeting.

---

### **Attachments:**

N/A



# Your Winter Ride, Your Voice

## Winter 2025–2026 Rider Feedback Survey

**Presented by:**

***Dayana Herr – Marketing, Communications &  
Customer Service Manager***

***Dave Levy – Planning Manager***



# Survey Overview

## Survey Timeline

**Survey opened:** February 25, 2026

**Survey closed:** March 26, 2026

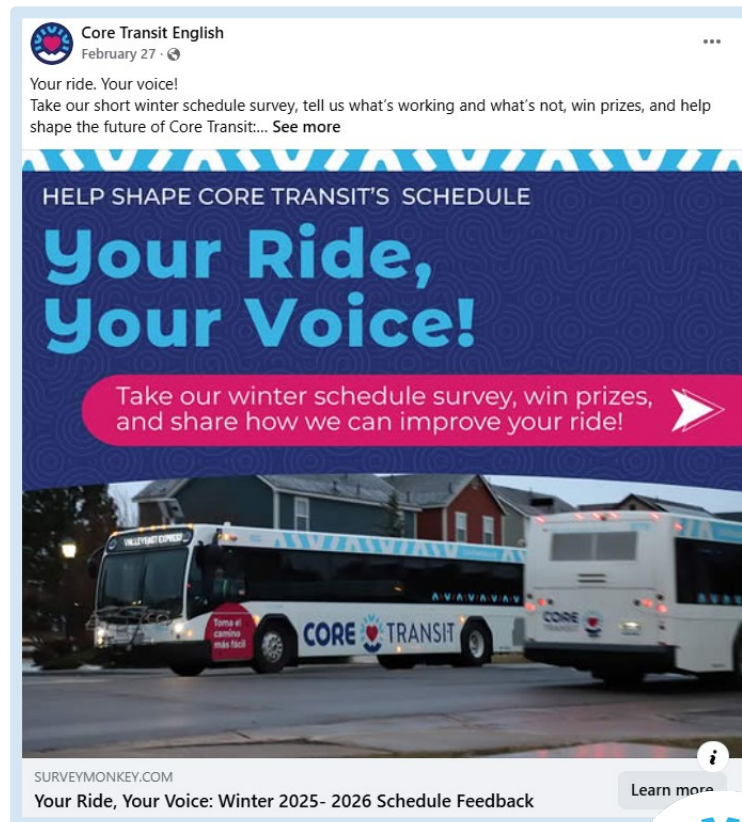
## Promotion channels

- Core Transit email marketing
- Core Transit social media pages
- Printed Flyers at Bus Stops & Offices
- Direct outreach to riders

## Results

•212 responses

•100% more responses than previous surveys



# Who We Heard From

212 riders across the region

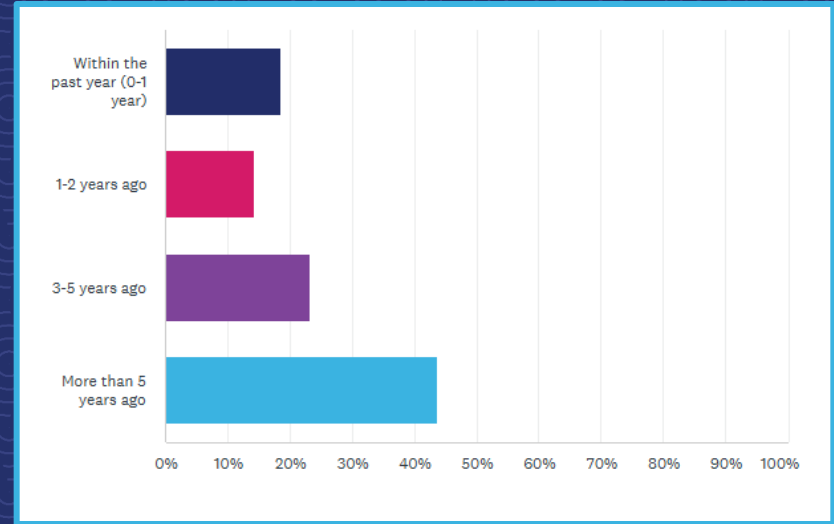
## Highest participation from:

- Edwards
- Eagle
- Avon
- Gypsum

## Rider's age:

Riders span a wide range of ages, with the largest participation among working-age riders. (25-65)

## When riders first started using Core Transit



# Language Preference:

## Preferred language:

- 53% English
- 47% Spanish

## Key takeaway:

Bilingual communication remains essential to serving our community and ensuring riders can access information comfortably.



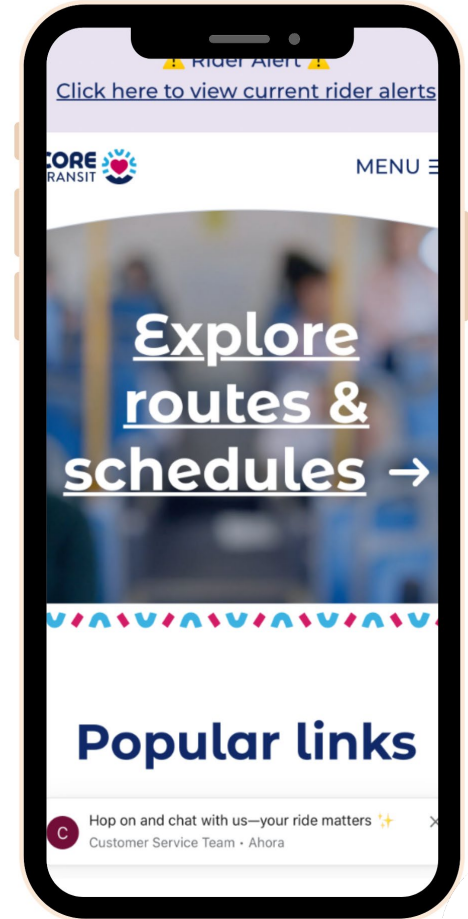
# How Riders Want Information

## Preferred ways to receive information:

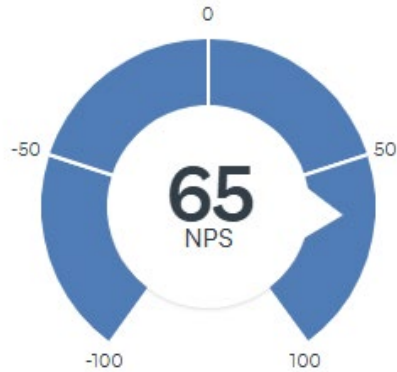
- CoreTransit.org website
- Social media
- Email updates

## Additional feedback included interest in:

- Text alerts
- Mobile app improvements

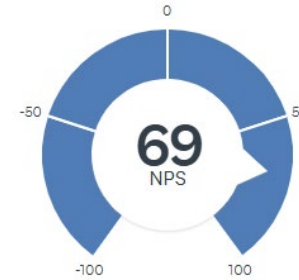


# Net Promoter Score



**Winter 2025-2026**

**vs**



**Summer 2025**

## Current Survey Breakdown

Promoters (9–10): **74%**

Passives (7–8): **17%**

Detractors (0–6): **9%**





# Valley East & West (124)

## Overall route rider experience

**80% positive**  
(good or excellent experience)

## Notable Quotes:

- "I love riding Core Transit! I received an award for perfect attendance at my job in Vail and riding Core Transit from Eagle made that happen. I am very appreciative of the drivers who get me to work and home safely."
- "Sería muy útil si hubiera una corrida más temprano a las 6:05 en avon rumbo a Gypsum y que el pasaje fuera gratis hasta gypsum también."



# Key Feedback - Valley

- More Freedom Park and Edwards stops
- More service / more reach into Eagle (specifically Eagle Ranch)
- More service / more reach into Gypsum
- More convenient times
- More late-night service



# HWY6 East & West (94)

## Overall route rider experience

**83% positive**  
(good or excellent experience)

## Notable Quotes:

- "Better communication between buses regarding connections and transfers. If someone on a bus running late needs a connection, the driver should communicate that to the other bus. Also, more frequency in the evening going westbound would be amazing, if feasible."
- "Poner 3 camiones exprés en las mañanas de Edwards a vail e igual en la tarde de vail a Edwards y camiones cada 30 minutos también en el día y noche."



# Key Feedback - HWY6

- Crowded buses
- More express service
- Nearly all Spanish comments were positive / constructive
- Better schedule sync between our routes, and with Avon and Vail
- West Vail Mall(!)



# Vail/Beaver Creek Express (44)

## Overall route rider experience

**79% positive**  
(good or excellent experience)

## Notable Quotes:

- "I love this bus! It runs every 20 minutes, EXCEPT for a couple of "missing" runs that have totally thrown me off in the past. I end up waiting for a bus that never comes, oops. Is there a way to fill in the gaps on that schedule for perfect consistency?"
- "Make this route year-round and I would ride much more!"



# Key Feedback - Vail/Beaver Creek Express

- Midday service gaps have been noticed
- Later service
- Better schedule sync with Avon and Vail services
- Make it year round



# Minturn (11)

## Overall route rider experience

**55% positive**  
(good or excellent experience)

## Notable Quotes:

- "Need later drop off times in minturn for people who work at night and one route in the middle of the day. It's crazy to assume people in minturn don't need a bus between 12 noon and 4 and then after 9 at night. If you can't afford it, have a small bus or van with an on call number or app for people from minturn and red cliff to call/request a bus/van after 9 pm. You get a rider, you get a time generated by CORE and then residents or people using the ap/website can check to see when it's coming (until 12 am). It's not cool some of us have to walk 1.3 miles in the dark at 11:30 pm to get home after working 16 hours..."



# Key Feedback- Minturn

- Only a few comments
- More service
- 64% said they use it for social reasons
- All respondents were aware that the Leadville route could be used to reach Minturn
- Timing could be better



# Leadville (13)

## Overall route rider experience

**84% positive**  
(good or excellent experience)

## Notable Quotes:

- "The Leadville Drivers, Mark, Dale, Rick, and Bryan are remarkable. Please give them bonuses!"
- "Que dejaran la ruta que estaba anteriormente de salida 5:04 o sería mucho mejor más tarde 5:30."



# Key Feedback - Leadville

- More service
- 46% said they use it for social reasons
- Ski Cooper request



# Key Survey Takeaways

- Most critiques or requests center on frequency and timing
- Down-valley frequency and reach remain pain-points for users
- Late-night service remains a pain-point for shift workers
- Need to examine schedule sync between our routes, and with Avon and Vail
- A few more requests for Dotsero service than we've seen in the past
- Minturn service increases are well received; opportunity to max this out with more marketing and use-case promotion



THANK  
YOU



**CORE**  
TRANSIT



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

**Meeting Date:** 4/08/2026

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**SUBJECT:** Town of Avon Summer Shuttle Funding Request

**RECOMMENDED ACTIONS:** Defer funding, review 2026 route performance, and work with Town of Avon and Beaver Creek staff to consider if modifications might magnify the route's regional benefits in advance of 2027.

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**Background**

The Town of Avon has submitted a request for Core Transit to assist with funding a new Avon-Beaver Creek summer shuttle. The requested contribution is \$45,942 annually. This represents the entirety of the 20% local match for a state SB-230 grant Avon has been awarded to run this service. Core Transit did not participate in developing the operational plan or preparing the grant request.

At the March 18 retreat the Board had a philosophical conversation about how Core prioritizes projects and allocates funding. Among the elements the Board agreed should be considered are strategic alignment, regional benefit, ridership impacts, rider experience, organizational impacts, and whether new project funding reflects a one-time expense or ongoing financial commitment.

**Strategic Alignment:**

Core Transit operates its Vail/Beaver Creek Express during the winter season. We receive some requests to continue this service year-round, but expansion was not budgeted as part of our 10-Year Plan. Current ridership patterns indicate Vail/Beaver Creek Express usage is split between those traveling to/from its end destinations and those who



have identified it as an additional fast, frequent connection between Avon and Vail. Riders include both workforce and visitors.

### **Regional Benefits:**

The summer shuttle's primary regional benefit is providing a one-seat ride between Avon and Beaver Creek. The proposed route would also provide some benefit to Core Transit Valley route riders traveling to Beaver Creek. Its appeal may be offset by westbound transfer wait times (16 minutes at most times of day) and free summer parking in Beaver Creek lots.

### **Ridership Impact:**

Avon estimates this new route will carry approximately 30,000 riders/year. The proposed route overlaps significantly with Avon's Blue route within the town core, so we expect this to be a combination of new riders and existing riders that will now prefer this service.

### **Transit Experience:**

This project would improve the transit experience for Town of Avon or Beaver Creek riders currently transferring at Elk Lot. It would provide some benefit to Core Transit Valley route riders wishing to take transit to Beaver Creek, primarily those coming from down valley destinations. Vail or Edwards based riders currently have the option of a one-transfer ride from the Highway 6 route, which stops at both the Elk and Bear Lots.

### **Financial Considerations and Organizational Impacts:**

Core Transit's 2026 budget included an operating surplus of \$514,795. As of February, Core Transit sales tax collections are running \$284,000 below budget. The outlook for the remainder of the year is still unclear, but staff are reviewing planned expenditures in light of this trend. Recent fluctuations in the price of diesel fuel, along with projected increases in facility lease and health care costs raise budgetary



concerns. This would be a new, ongoing operational commitment that is not included in our 10-Year Plan financial forecasting.

Avon is only requesting financial support and will operate and manage the service. Coordinated communication and outreach to potential passengers will be necessary to maximize this route's impact. Route branding and marketing are not addressed in Avon's proposal.

**Staff Recommendation:**

Based on the above review, Core Transit staff recommend we defer funding this year, review 2026 route performance, and work with Town of Avon and Beaver Creek staff and consider if modifications might magnify the route's regional benefits in advance of 2027.

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**Attachments:**

1. Town of Avon Request
2. Presentation

**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 1, 2026



**SUMMARY:** This report presents a request for matching funds from Core Transit in the amount of **\$45,942** to support a new “Summer Connector” route between the Town of Avon and Beaver Creek village. The requested amount is the annual match to approved Colorado Transportation Enterprise (CTE) SB-230 grant funding to support fare-free summer service between Avon and Beaver Creek. The Town has been awarded grant funding from CTE in the amount of **\$183,768** (80% of the implied **\$229,710** total program cost). CTE grant funding for this route is expected to re-occur annually. The proposed Avon–Beaver Creek Summer Connector would provide a direct, fare-free link between Beaver Creek’s Covered Bridge Transit Hub and Avon’s town core, operating on the same alignment as the Avon Skier Bus with 30-minute frequency from **6:30 a.m. to 10:00 p.m.** from early summer through mid-fall. The service is intended to address a summer mobility gap between two major visitor and employment centers by offering a simple and convenient transit option (fare-free, consistent headways, and long daily span) that is easy for visitors and employees to understand and use. The proposed Summer Connector would improve access via transfers from the CORE Transit Valley West Route and Avon’s Red and Blue lines, expand fare-free coverage in a high-density portion of the service area at a relatively low cost of service, and help reduce congestion and parking constraints. Avon recommends setting measurable performance targets (including an initial ridership target of **30,000** in year one) and evaluating results over a defined trial period (suggested: **three summer seasons**).

**Service Proposal (Avon-Beaver Creek Connector):** The proposed Avon–Beaver Creek Summer Connector would provide a direct, fare-free link between Beaver Creek’s Covered Bridge Transit Hub and Avon’s town core, using the same alignment as the existing Avon Skier Bus. Service is proposed every **30 minutes**, operating daily from **6:30 a.m. to 10:00 p.m.** to support employee commute trips, daytime visitor circulation, and evening dining and activity travel. The schedule is designed to maximize convenient transfers to/from the **CORE Transit Valley West Route** and Avon’s **Red** and **Blue** Lines, extending the reach of the fare-free network and improving access to Beaver Creek amenities and employment for Avon and down-valley residents. The dates coincide with the Beaver Creek Village Transportation peak summer season transit scheduling.

**Rationale and Expected Demand:** Avon and Beaver Creek have substantial summer visitor demand, major employment centers, and a growing calendar of seasonal events. In winter, frequent fare-free connections—Core Transit’s Vail–Beaver Creek Express and Avon’s Skier and Restaurant Shuttles—provide convenient mobility and strong demand; during the 2024–2025 season, Avon’s Skier and Restaurant Shuttles carried more than 167,000 passengers. As summer visitation and programming expand, the lack of a comparable connection creates a mobility gap. A summer Avon–Beaver Creek Connector would address that gap by:

- Provide direct transit service between Avon and Beaver Creek
- Allow for convenient transfers from the Core Transit Valley East Route to Beaver Creek for employees and locals
- Allow for convenient transfers from Avon neighborhoods to Beaver Creek at Avon Station

- Guests in either Avon or Beaver Creek would each have easy access to a full summer schedule of activities at Harry A. Nottingham Park and Beaver Creek Village and access to a wide variety of restaurants.
- Expand transit access and convenience for employees in Avon and Beaver Creek village.
- Leverage a proven route pattern (similar alignment as the Avon Skier Bus) with a simple, legible schedule (fare-free, 30-minute frequency, and a long daily span) that is easy for visitors and employees to understand and use
- Helping to alleviate the traffic congestion and parking constraints.

The SB-230 grant provides an opportunity to expand fare-free regional transit service in a high-density part of the Core Transit service area at minimal cost.

Ridership may not match ski-season levels; however, we expect steady summer demand—especially on weekends and in the evenings—given the volume of activities and events in both communities. This service would provide a practical, car-free option for visitors and residents traveling between Avon and Beaver Creek. A first-year ridership target of **30,000** is reasonable (approximately **300** boardings per day), with heavier use concentrated on peak days and times. Avon will track ridership by time of day, day of week, and peak-event surges and will adjust the schedule and service after year one as needed.

**Funding and Financial Summary:**

Item	Detail
CTE(SB-230) grant award (80%)	\$183,768
<b>Required local match (20%)</b>	<b>\$45,942</b>
Total program cost	\$229,710
Recurring expectation	Grant and match request are expected to re-occur annually.

**Estimated Ridership Cost:** Cost per day is \$2,015 (15.5 hours times \$130/hour). 300 average riders per day equals \$6.72 total estimated cost per rider. Direct cost in the form of 20% matching funds equals \$1.34 estimated cost per rider.

**Decision Request:** Town of Avon staff REQUESTS that CORE Transit participate in the CTE SB-230 funded Summer Connector by funding the full **\$45,942** annual local match. Avon and Beaver Creek would continue to fund the winter skier shuttle and restaurant shuttle (\$317,000 for the 2025-2026 season.)

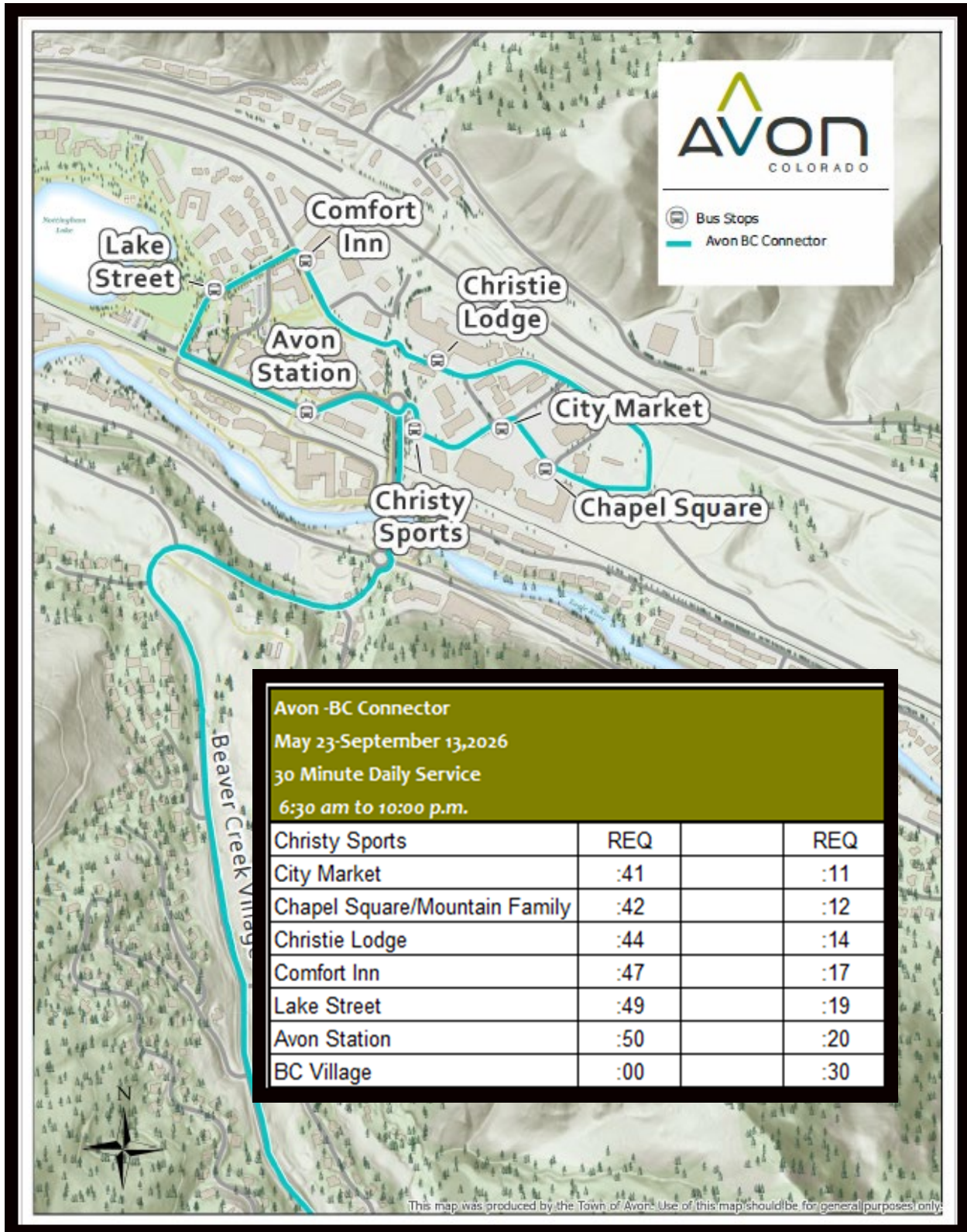
*Thank you, Mike and Jim*

**ATTACHMENT A: Map and Schedule of Proposed Route**

**ATTACHMENT B: Service and Cost Breakdown**

**ATTACHMENT C: AVON SKIER AND RESTAURANT SHUTTLE RIDERSHIP**

# ATTACHMENT A: ROUTE MAP AND SCHEDULE



**ATTACHMENT B: SERVICE AND COST BREAKDOWN**

<b>Proposed Service Summary - Avon -BC Connector</b>	
Dates: May 23-Sep 13 = 114 days Hours: 6:30AM-10:00 pm	
Total Days	114
Revenue Hours/ Day	15.5
Total Revenue Hours	1767
Cost/Revenue Hour	\$ 130.00
Total Cost	\$229,710.00
SB-230 Grant (80%)	\$183,768.00
Local Match Requirement	\$ 45,942.00

## ATTACHMENT C: AVON SKIER AND RESTAURANT SHUTTLE RIDERSHIP

YEAR OVER YEAR RIDERSHIP COMPARISON										
Skier Shuttle	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Nov	5,214	2,949	3,799	8,739	5,350	2,347	186	3,572	2,631	3,059
Dec	35,974	34,177	30,935	35,873	39,166	17,933	31,173	31,266	26,482	31,804
Jan	41,445	45,992	35,762	41,417	41,532	22,301	36,237	39,370	37,962	35,333
Feb	39,951	43,123	35,714	40,938	43,251	22,737	41,381	38,134	41,918	39,342
Mar	45,774	46,916	40,335	46,481	19,309	28,320	43,683	40,869	43,756	40,564
Apr	9,069	10,432	7,293	7,711	-	4,857	8,351	8,988	6,718	6,516
<b>Total</b>	<b>177,427</b>	<b>183,589</b>	<b>153,838</b>	<b>181,159</b>	<b>148,608</b>	<b>98,495</b>	<b>161,011</b>	<b>162,199</b>	<b>159,467</b>	<b>156,618</b>
<b>% Change</b>		<b>3%</b>	<b>-16%</b>	<b>18%</b>	<b>-18%</b>	<b>-34%</b>	<b>63%</b>	<b>1%</b>	<b>-2%</b>	<b>-2%</b>

Restaurant	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Dec	2,641	2,652	2,681	2,997	2,317	805	2,208	1,920	1,554	1,905
Jan	3,723	4,138	3,660	3,645	3,458	264	3,364	3,035	2,362	2,372
Feb	4,487	4,710	3,721	3,694	4,305	187	3,533	2,972	2,859	2,910
Mar	5,566	5,632	4,980	5,224	2,251	610	4,079	3,069	3,278	3,288
Apr	737	983	678	754	-	-	622	568	-	-
<b>Total</b>	<b>17,154</b>	<b>18,115</b>	<b>15,720</b>	<b>16,314</b>	<b>12,331</b>	<b>1,866</b>	<b>13,806</b>	<b>11,564</b>	<b>10,053</b>	<b>10,475</b>
<b>% Change</b>		<b>6%</b>	<b>-13%</b>	<b>4%</b>	<b>-24%</b>	<b>-85%</b>	<b>640%</b>	<b>-16%</b>	<b>-13%</b>	<b>4%</b>

<b>Ski &amp; Rest</b>	<b>194,581</b>	<b>201,704</b>	<b>169,558</b>	<b>197,473</b>	<b>160,939</b>	<b>100,361</b>	<b>174,817</b>	<b>173,763</b>	<b>169,520</b>	<b>167,093</b>
<b>% Change</b>		<b>4%</b>	<b>-16%</b>	<b>16%</b>	<b>-19%</b>	<b>-38%</b>	<b>74%</b>	<b>-1%</b>	<b>-2%</b>	<b>-1%</b>



# AVON-BEAVER CREEK SUMMER CONNECTOR FUNDING REQUEST

Mike Jackson, Public Works Director  
Jim Shoun, Mobility Manager

**Avon-Beaver Creek Connector Funding Request**  
**April 8, 2026**

# 2026 AVON-BEAVER CREEK SUMMER CONNECTOR OPERATED BY TOWN OF AVON

<b>SERVICE DATES:</b>	<b>May 23 - September 13, 2026</b>
<b>SERVICE TIME:</b>	<b>6:30am - 10:00pm</b>
<b>TOTAL DAYS:</b>	<b>114</b>
<b>HOURS/ DAY:</b>	<b>15.5</b>
<b>TOTAL HOURS:</b>	<b>1,767</b>

# PROPOSED ROUTE

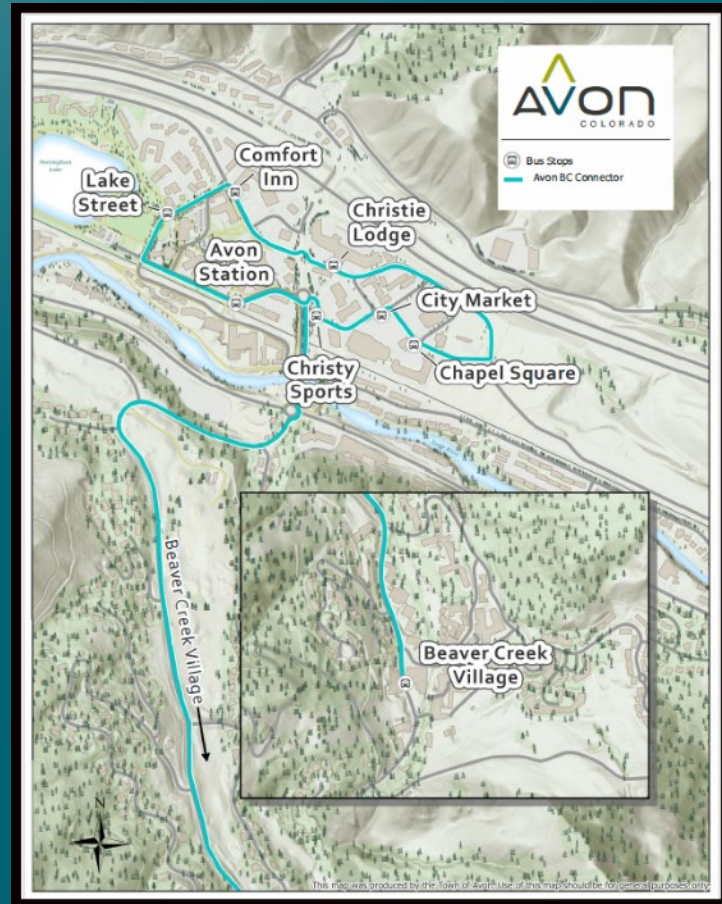
## Avon -BC Connector

May 23-September 13,2026

30 Minute Daily Service

6:30 am to 10:00 p.m.

Christy Sports	REQ		REQ
City Market	:41		:11
Chapel Square/Mountain Family	:42		:12
Christie Lodge	:44		:14
Comfort Inn	:47		:17
Lake Street	:49		:19
Avon Station	:50		:20
BC Village	:00		:30



Avon-Beaver Creek Connector Funding Request  
April 8,2026

# COST BREAKDOWN

Avon-Beaver Creek Transit Service	Proposed Summer Connector	Existing Winter Skier/Restaurant Shuttle
Total Revenue Hours	1,767	2,450
Cost/Revenue Hour	\$130.00	\$130.00
<b>TOTAL COST</b>	<b>\$229,710.00</b>	<b>\$318,500.00</b>

# COST BREAKDOWN

Total For Both Summer and Winter Services	
Skier/Restaurant Shuttle	\$318,500.00
Avon-BC Connector	\$229,170.00
<b>TOTAL COSTS</b>	<b>\$548,200.00</b>
Beaver Creek Portion	\$159,250.00
Avon Portion	\$159,250.00
SB-230 Grant	\$183,768.00
<b>Funding Request to Core Transit</b>	<b>\$ 45,942.00</b>
<b>Core Transit Percentage Cost Share</b>	<b>8.3%</b>



**Core Transit**  
**Monthly Admin Board Report**  
**Reporting Month: April 2026**



**Name: Sanjok Timilsina**

**Month: April 2026**

**FINANCE REPORT**

**Sales Tax Revenue**

**Core Transit 0.5% Sales Tax Collections**

<b>Month Recognized</b>	<b>2024 Actual</b>	<b>2025 Actual</b>	<b>2026 Forecast</b>	<b>2026 Actual</b>
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
YTD	<b>\$3,014,741</b>	<b>\$3,014,173</b>	<b>\$2,987,742</b>	<b>\$2,841,097</b>
March	\$1,530,856	\$1,562,983	\$1,549,278	Expected by 4/8
April	\$1,615,388	\$1,624,609	\$1,610,363	
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	
<b>TOTAL</b>	<b>\$12,675,258</b>	<b>\$13,014,120</b>	<b>\$12,900,000</b>	<b>\$2,841,097</b>

*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	Expected by 4/15
YTD	-	<b>\$2,967,872</b>	<b>\$2,843,971</b>	<b>\$2,740,301*</b>
March		\$1,610,649	\$1,543,408	
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	
<b>TOTAL</b>	<b>\$4,929,753</b>	<b>\$13,357,649</b>	<b>\$12,800,000</b>	<b>\$2,740,301*</b>

*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 February. It is presented this way so that it matches the financial statement number.*

## February 2026 Financial Summary

### Expenditures:

As of February 2026, General Fund operating expenditures are favorable to the budget by \$386k. Majority of the favorable result is due

to savings in Fleet maintenance department (\$222k). It is 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.

There are positive trends across majority of the other departments. Total expenditure represented 15% of the operating budget, excluding transfers.

There is \$96k savings in the Capital fund mainly due to timing of the budgeted expenditures. Housing fund expenditure is largely in line to the budget as of February 28, 2026.

### **Revenue:**

Revenues represent approximately 21% of the revenues projected for the entire year's budget. Revenue is unfavorable to budget by \$182k as of February 2026. It is mainly because of lower than anticipated sales tax revenue.

### **Bottom-line:**

Overall, the Authority ended the month of February with \$300k favorable revenue over expenditure which includes favorable results in the General Fund by \$204k, and Capital Fund by \$92k.

### **Key Highlights:**

- Finance Insight portal
- Operating bank selection
- FY 2025 annual audit preparation

### **Impact, Outcome, and Strategic Alignment**

The Finance Insight project is ahead of schedule and in its final stage. Staff are finalizing the portal and enhancing its usability and presentation.

Staff spent last few months meeting with five different local banks. There were multiple meetings as required to understand the services and technologies of each bank. After comparing services, features, and overall offerings, staff recommend moving forward with NBH Bank (Community Banks of Colorado). Once approved by the board, staff will spend next couple of months transitioning from our current operating bank to the NBH bank.

Our auditors Haynie & Co started our annual audit at the end of March. Staff prepared reconciliations, documentation, and supporting schedules to ensure a smooth and efficient audit process. This is our first audit on Tyler ERP pro accounting system. Per the State law, a local government should submit the final audit report to the Office of State Auditor (OSA) by July 31. We are well ahead of schedule. These efforts align with **Goal 3: Be safe, trustworthy, and accountable.**

As of February, sales tax revenue is unfavorable to budget by \$250k. Additionally, in the last month, fuel prices have gone up significantly which may result in fuel expenses exceeding budget.

Staff have engaged in ongoing internal discussions regarding the potential for unfavorable financial performance. To proactively address these risks, staff have initiated discussions around a contingency budget aimed at identifying controllable expenditures. This forward-looking approach is intended to preserve financial stability while maintaining current service levels.

### **Looking Ahead**

- FY 2025 annual audit
- Operating bank transition

**NAME: Lance Trujillo**

**MONTH: April 2026**

**IT REPORT**

**Key Highlights:**

- File Storage & Sharing Platform (SharePoint)
- Bus Technology (ITS) Project Progress
- Artificial Intelligence (AI)
- Swift Gulch Internet

**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>
File Storage & Sharing	Nov 2025	<del>Dec 2025</del> March 2026	Behind initial schedule, on budget. Project complete.	Goal 2: Build Core Transit to Last
Bus Technology (ITS)	Oct 2025	Dec 2026	On schedule, on budget. Contract and single source presented at April Board meeting.	Goal 4: Improve our transit experience
Artificial Intelligence	Jan 2026	Dec 2026	Vendor selection has been completed. Contract executed.	Goal 2: Build Core Transit to Last
Swift Gulch Internet	Aug 2025	<del>Dec 2025</del> March 2026	On budget, behind initial schedule, Project complete	Goal 2: Build Core Transit to Last

## **File Storage & Sharing Project (SharePoint)**

The SharePoint project has been successfully completed, including file migration and staff training.

This new system provides a more organized and secure way for staff to store and share files. It also resolves previous challenges with inconsistent access and collaboration, making it easier for teams to find information and work together effectively.

While the core project is complete, staff will continue to make small improvements over time to ensure the system continues to meet operational needs.

## **Bus Technology (ITS)**

We have completed the contract review process and will present the contract and single source resolution to the Board at the April meeting. The next step will be the Notice To Proceed (NTP) on the IVN5 project of the ITS Modernization Project.

## **Artificial Intelligence (AI)**

We have completed the process of reviewing AI proposals and found a vendor that will provide the solution we are looking for. The project will include development of a policy that Core Transit can manage and enforce along with training for early adopters of AI.

## **Swift Gulch (Avon Bus Depot) Internet**

The new internet connection at the Swift Gulch facility has been successfully installed and is now complete.

Final steps are underway to transition bus communications to the new connection. Once finished, buses will be able to connect directly at the Swift Gulch facility, eliminating the need to check in at the Gypsum location.

The transition has taken slightly longer than expected due to equipment compatibility adjustments, but there has been no impact to current operations.

### **Critical IT Tickets:**

Core Transit has not experienced any system outages in the past month. Staff continue to work closely with vendors to strengthen backup systems and reduce the risk of downtime.

Additionally, more staff are becoming involved in the support process as “super users,” which has improved responsiveness and overall support capacity. This approach is progressing well and helping to distribute knowledge across the organization.

### **Looking Ahead:**

- ITS Modernization project kick off
- AI project kick off

**NAME: Dayana Herr**

**MONTH: April 2026**

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

**Key Highlights:**

- Continued development of the Rider Education Campaign
- Prepared for the Summer Schedule launch on April 12
- Closed the Winter Schedule Rider Survey
- Completed a Public Speaking Class

**Impact, Outcome, and Strategic Alignment:**

This month, we finalized the design, printing, and installation of Sets 1 and 2 of the Rider Education Campaign interior bus banners. These rider education cards are now installed on approximately half of our fleet. Development of Sets 3 and 4 is underway, with plans to finalize, print, and install them by the end of April.

This interior signage represents the first phase of the campaign. The second phase is the revamp of our 'Bus Like a Pro' brochure. We began gathering feedback from staff to ensure the brochure reflects the most common rider questions and provides clear information that supports both riders and staff.

These materials help improve the rider experience by providing helpful information directly inside the bus and through our communication tools. This work supports Strategic **Goal 4: Improve our transit experience.**

We released the Summer Schedule timetables to the public and began preparing riders for the schedule change, taking effect on April 12. Two new stops will be added at West Vail Mall, and we are updating route maps at bus shelters across the system so they reflect these new locations.

Our team is also communicating these changes to ensure riders are aware of the new stops and prepared for the upcoming schedule launch. This work supports Strategic **Goal 3: Be safe, trustworthy, and accountable.**

We closed the Winter Schedule Rider Survey at the end of the month. The survey asked riders to share feedback about the current schedule, including what is working well and where improvements may be needed. Dave Levy and I will present a detailed overview of the results and key insights at the April board meeting.

In January, I began a public speaking class through the Vail Valley Partnership and recently completed the program. The class provided opportunities to practice presentations and develop tools to communicate more effectively in public settings.

This professional development supports Strategic **Goal 1: Put our team first** by investing in training, skill-building, and pathways for career development

### **In the news/Blog Post**

- [Core Transit Extends Youth Fare-Free Program with Support from Local Partners](#)
- [Catch the summer vibes with Core Transit's summer 2026 schedule starting April 12](#)
- [Core Transit's popular Youth Fare-Free program extended through end of next ski season](#)
- [Core Transit announces summer schedule based on rider feedback, seeks more input](#)
- [Core Transit anuncia horario de verano según los comentarios de pasajeros, busca más opiniones](#)
- [The Eagle County Regional Airport is planning to raise its parking rates](#)
- [Car-sharing program Zipcar rolls into Vail to reduce carbon emissions, parking demands](#)
- [Community completes 2026-2030 Eagle County Aging Well Roadmap](#)

## Looking Ahead:

- Continue development of the Rider Education Campaign
- Launch the Summer Schedule on April 12 and continue rider communication efforts
- Lead Climate Action Week rider pop-ups (April 13–17) in collaboration with Walking Mountains and Sole Power+
- Begin participation in community events
- Prepare the Annual Marketing, Communications & Customer Relations Department presentation for the May board meeting.

**NAME: Aryn Schlichting**

**MONTH: April 2026**

**DIRECTOR OF PEOPLE & CULTURE REPORT**

**Key Highlights:**

- Shared survey results with staff and gathered additional employee feedback to inform efforts.
- Reinforced driver expectations related to pay, and performance standards during Q1 safety meetings.
- Secured additional single-occupancy housing.

**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.

<b>2025/2026 CENSUS</b>	<b>JAN</b>	<b>FEB</b>	<b>MARCH</b>
NEW HIRES	<b>4</b>	<b>2</b>	2
SEPARATIONS	<b>1</b>	<b>7</b>	3
NET CHANGE	<b>+3</b>	<b>-5</b>	<b>-1</b>
FULL-TIME	<b>101</b>	<b>97</b>	96
PART-TIME	<b>7</b>	<b>6</b>	6
SEASONAL	<b>2</b>	<b>2</b>	2
TOTAL	<b>110</b>	<b>105</b>	104

**Turnover Rate**

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

<b>12-MONTH TURNOVER (TTM)*</b>	<b>JAN</b>	<b>FEB</b>	<b>MARCH</b>
<b>CORE TRANSIT</b>	53%	55%	56%
<b>INDUSTRY (VIA PAYLOCITY) **</b>	50%	49%	47%

*\* 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.*

### **Employee Engagement Survey**

This month, small group discussions were conducted with all employees during Safety Meetings to gather direct feedback beyond survey results. These sessions helped identify barriers to speaking up and provided additional context beyond survey results.

This supports Goal 1.3 of building a culture of trust and team-based problem solving.

### **Compensation & Performance Evaluations**

This month, during Safety Meetings, we reviewed how operations staff (including drivers) qualify for pay increases (known as ‘steps’ in the step plan), and bonus criteria (safety, training, attendance, and policy adherence). Repeating this information is critical to building trust and

transparency. When employees understand how pay works, they are more likely to see it as fair. This supports Goal 1.1 and 1.2 by retaining top talent and ensuring reliable service.

## **Housing**

A key goal this year was to increase single-occupancy (one bedroom) housing options. We partnered with a local housing provider to secure additional master leases and set pricing to ensure affordability while staying within budget. The Housing team will now begin working through the employee waitlist.

## **Problem-Solving Workshop initiative**

We have identified three potential facilitators and are currently gathering quotes. This training is planned for the September Safety Meetings to roll out this initiative.

## **Structured Learning & Growth Project Update**

We gathered initial input from department leaders on current trainings, gaps, and priorities. A cross-functional project group including Admin, People & Culture, Training, and Operations has been established, and the work is on track.

## **Looking Ahead:**

- Begin focus on Q2 milestones for key strategic projects.
- Enter the final review phase of the Employee Housing standards, including legal review.
- Review responses from current health insurance providers and outside providers to ensure competitive, sustainable options.

**NAME: Dave Levy**

**MONTH: April 2026**

## **PLANNING MANAGER REPORT**

### **Key Highlights:**

The Planning Department is advancing work on three key initiatives:

- Summer 2026 schedule launch
- NTD reporting
- 10 Year Plan implementation planning work

### **Impact, Outcome, and Strategic Alignment:**

#### **Summer 2026 schedule development**

The Summer 2026 schedule draft, vehicle blocks, and Operator bidding is complete. The final schedule files are being reviewed by Clever; once approved the schedule will be pushed out to the fleet and launch 4.12.

The seasonal schedule building process supports **Goal 4: Improve Our Transit experience** through the supporting tactic of using KPIs and customer feedback to drive service improvements.

#### **NTD Reporting**

The National Transit Database (NTD) is a repository for financial, operating, and asset data on U.S. public transportation systems. Recipients of FTA funding must submit an annual report to the NTD that details capital investments, operations, and services provided.

Planning, operations, and finance staff are compiling required information for Core Transit's annual submission. A draft submission is due to CDOT in April 2026.

NTD reporting supports **Goal 3: Be safe, trustworthy, and accountable** through the supporting tactic of ensuring that all information we share is accurate, transparent, and easily understood

#### **10 Year Plan implementation planning kickoff meeting (April 1)**

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.

Initial steps include determining a feasible launch date, and conducting time and material needs assessments for three key aspects of implementation: schedule building, staff training, and communications.

From this work staff will determine a feasible launch date for Phase 1, key departmental tasks and timelines, and resource requirements.

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.

### **Looking Ahead:**

- Formally establish the Microtransit Working group.
- Evaluation of emissions accounting methods for feasibility.
- Begin work on the Winter 26-27 Schedule.

**NAME: Scott Robinson**

**MONTH: April 2026**

**Deputy Director REPORT**

**Key Highlights:**

- Quarter One Safety Meetings
- Treasurer Update
- Strategic Projects Update

**Impact, Outcome, Strategic Alignment:**

I spent a significant amount of time over the past two weeks attending our first-quarter safety meetings. It was a valuable opportunity to connect with staff, hear their feedback, and celebrate Transit Employee Appreciation Day with food, gifts, and well-deserved recognition.

Sanjok and I concluded our final meetings with potential banking partners. As Treasurer, I am responsible for ensuring adequate cash flow for operations while maximizing returns in accordance with our investment policy. We were pleased to select a bank that meets all of our needs.

We invested \$2.5 million across two five-year Treasuries in March. Combined with the \$500,000 in five-year CDs, this brings our total invested to \$3 million of the \$4 million targeted for our investment ladder with a 2031 maturity. Given current economic uncertainty, staff will continue to monitor interest rates as we plan for investing the remaining \$1 million.

All of my staff had first-quarter milestones tied to our strategic projects. Keeping these projects moving forward is critical to advancing the goals of our five-year strategic plan, and I was able to support the team as they made strong progress.

**Looking Ahead:**

- Q1 check ins with my staff on their annual goals
- Treasurer investment duties
- Focusing on my Strategic Projects & supporting staff with their projects

**NAME: Tanya Allen**

**MONTH: April 2026**

**Executive Director REPORT**

**Key Highlights:**

- Board Strategic Planning Retreat
- APTA Transit CEO Summit (March 20-23)

**Impact, Outcome and Strategic Alignment:**

Following up on the conversations that took place at the Board's annual strategic planning retreat, I am finalizing a draft decision-making tool that highlights the values and priorities articulated by the Board. This tool will be used as a guide for staff and the Board as we develop 2027 budget projects. It will also be used as a tool to help us manage other outside requests we receive and ensure we are providing the right information for the Board to make an informed decision. This work supports **Strategic Goal 2: Build Core Transit to Last.**

I attended the annual APTA CEO Summit from March 20-23. The summit provides a valuable opportunity for transit agency CEOs and Deputies to discuss industry trends and challenges, in a closed-door environment free from vendor-driven presentations. Key topics of discussion included the future of BEB technology, the path towards Federal Funding reauthorization, and managing organizational change. While our operational footprint is smaller than that of most participating agencies, we share similar issues and the opportunity to compare notes with others was extremely valuable. Attendance at these events helps keep us connected to transportation and transit developments outside of our community, which supports **Strategic Goal 5: Best Serve Our Community.**

**Looking Ahead:**

- Forever home project work
- Focus on increasing Leadville/Lake County coordination
- Community road show presentations

**2026 Strategic Plan Flagship Project Tracker**

<b>General Administration</b>				
	Q1	Q2	Q3	Q4
1. Refine Risk Management Procedures	Advancing (Blue)	Advancing (Blue)		
2. Complete New Emergency Action Plan and Implement Training	Advancing (Blue)	Advancing (Blue)		
3. Develop/Implement Annual Records Review Process	Paused or Not Yet Started (Yellow)	Behind Schedule (Orange)		
4. Create a Board Handbook	Advancing (Blue)	Advancing (Blue)		
5. Structured agreements with Gypsum and Leadville to support service enhancement	Advancing (Blue)	Advancing (Blue)		
6. Develop an FTA Compliant Real Estate Acquisition Plan	Advancing (Blue)	Behind Schedule (Orange)		
<b>Operations</b>				
	Q1	Q2	Q3	Q4
7. Hire and Retain Top Talent	Advancing (Blue)	Advancing (Blue)		
8. Maintain and Manage Core Transit Owned and Leased Housing Units	Advancing (Blue)	Advancing (Blue)		
9. Lower Our Preventable Accident Rate	Behind Schedule (Orange)	Advancing (Blue)		
10. CDL and Drug/Alcohol Program Management	Advancing (Blue)	Advancing (Blue)		
11. Improve Overall Efficiency and Performance	Advancing (Blue)	Advancing (Blue)		
12. Upgrade Fleet and Fleet Maintenance Program	Advancing (Blue)	Behind Schedule (Orange)		
13. Maintain and Manage Stops, Shelters, and Facilities	Advancing (Blue)	Advancing (Blue)		
14. New Shelter Installations and Upgrades	Advancing (Blue)	Paused or Not Yet Started (Yellow)		
<b>Finance</b>				
	Q1	Q2	Q3	Q4
15. Creation of a Comprehensive Budget Book	Advancing (Blue)	Advancing (Blue)		
16. Implementation of Finance Insights Webpage	Advancing (Blue)	Advancing (Blue)		

**Accomplished (Violet)**

Fully completed or showing outstanding progress and results.



**Advancing (Blue)**

Actively in progress with meaningful achievements and steady movement forward.



**Behind Schedule (Orange)**

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



**Paused or Not Yet Started (Yellow)**

Work is either not yet underway or intentionally paused.



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

# Core Transit Operations Update

April 8, 2026



**CORE**  
TRANSIT

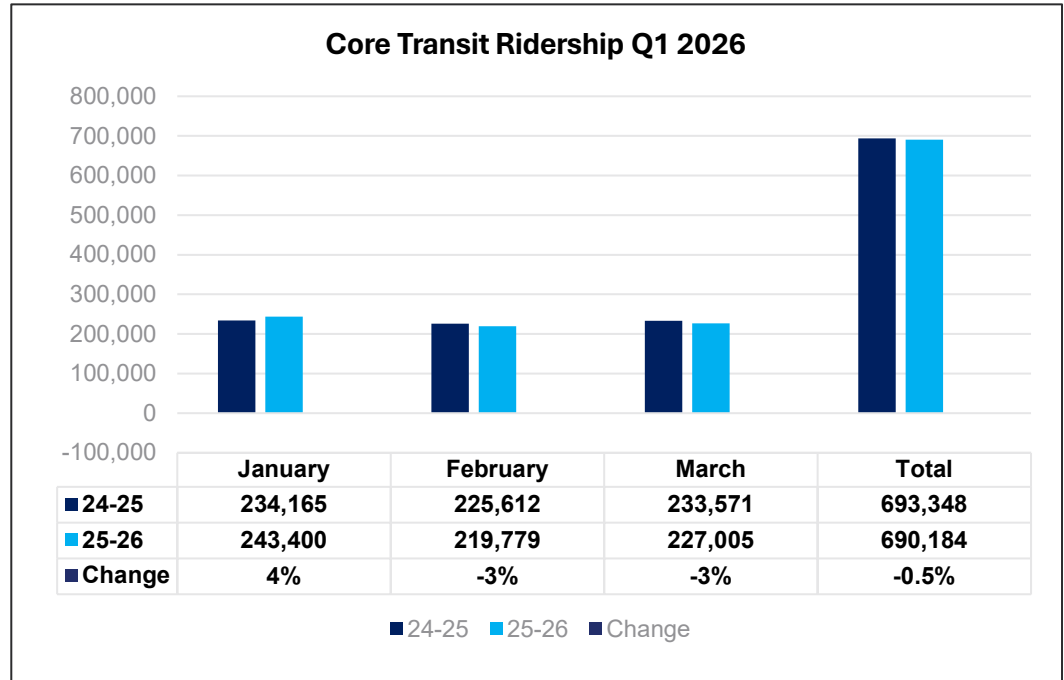
# Core Transit Ridership Update

## System Ridership

March 2025 **233,571**

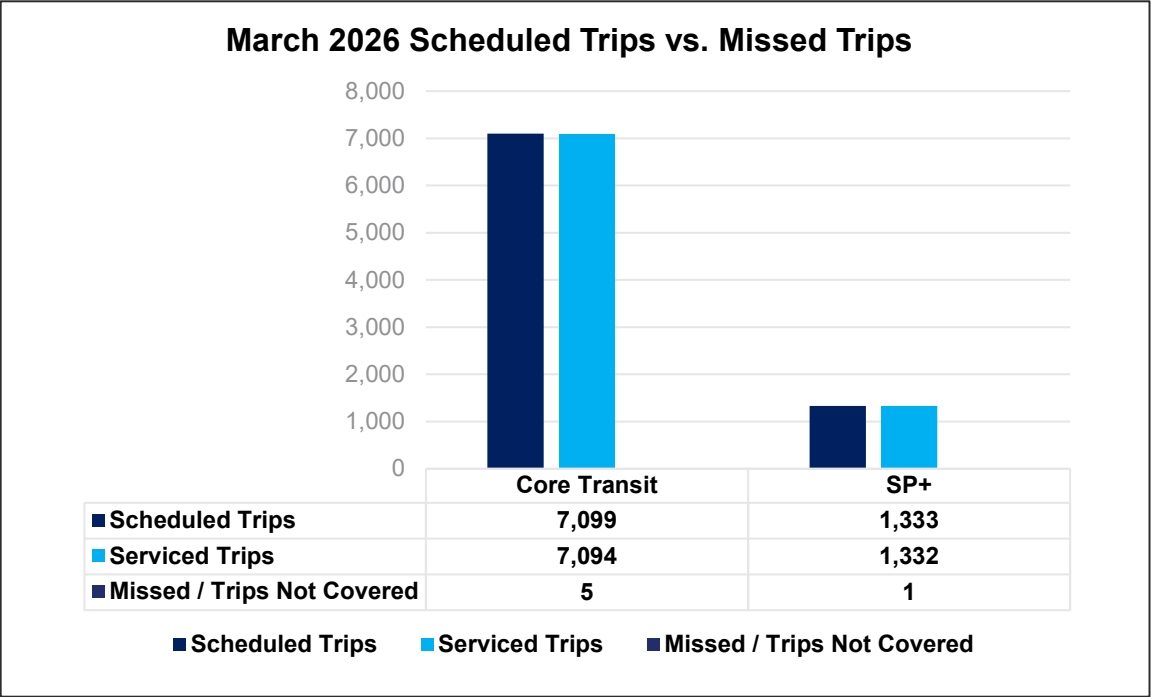
March 2026 **227,005**

YOY Change **-3%**



# March 2026 Route Performance

- Core Transit: 99.93% completion rate (only 5 of 7,099 scheduled trips missed)
- 35 shadow buses were used in March 2026
- SP+: 99.93% completion rate (only 1 of 1,333 scheduled trips was missed)
- 8,426 / 8,432 total scheduled trips serviced (99.93%)



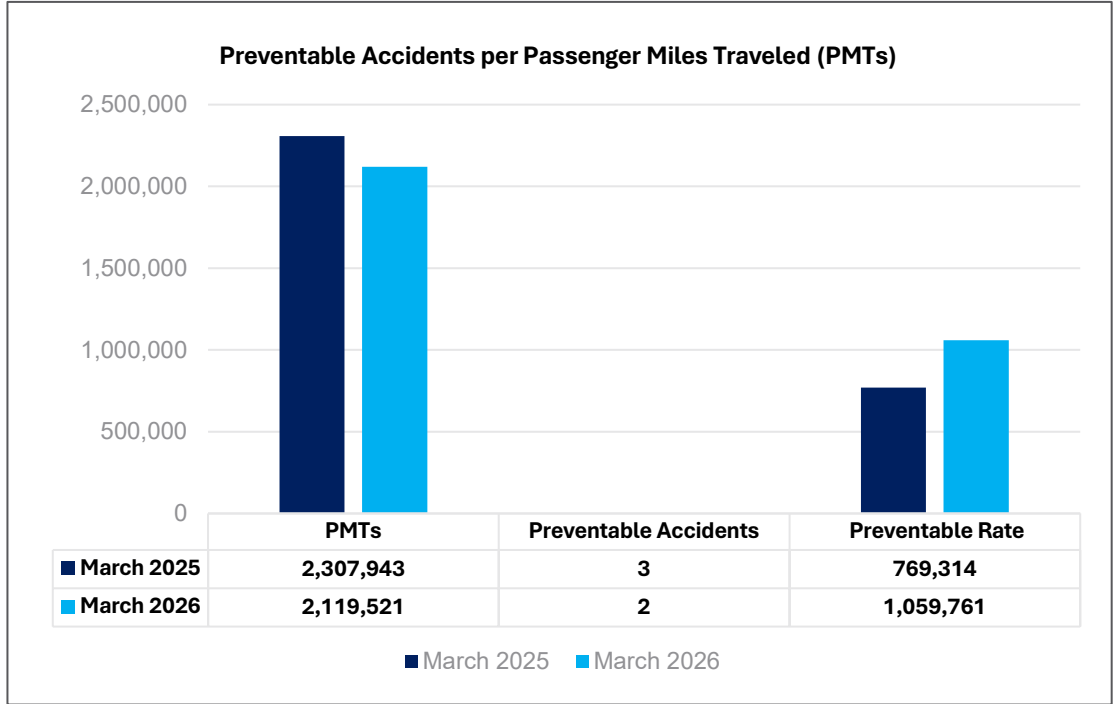
# Core Transit Update – Safety

## Preventable Accidents

- March 2025: 3 preventable accidents and 1 non-preventable accident
- March 2026: 2 preventable accidents and 1 non-preventable accident

## Preventable Accidents Per Passenger Miles

- March 2025: 1 / 769,314
- March 2026: 1 / 1,059,761



# 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	<b>10/8 (fully staffed)</b>

Current Number of Drivers	Status
Full-time Operators	<b>48</b>
Part-time Operators	<b>3-FTE</b>
Seasonal Operators	<b>1</b>
Operators available/Operators needed	<b>52/53 (98% staffed)</b>
Operators in training	<b>5</b>



# Core Transit Update – Maintenance

Category	March Fleet Status
Fleet Status	86% in service
PM Compliance	83% of fleet
Breakdowns Impacting Service	2 mechanical problems



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