

Grant Agreement Staff Report

Date: August 20, 2025

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

From: Jennifer L. Eby, AICP, Director of Community Services

CC: Ryan J. Arthur, Community Programs Coordinator
Allison E. Cutting, Community Services Supervisor
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

Subject: **Subgrantee Agreement for Transit Services and Call Center Operation Between Douglas County and Aging Resources of Douglas County in the Amount of \$209,120.**

Board of County Commissioners' Business Meeting

September 9, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of the 2025 Subgrantee Agreement (Agreement) for transportation services and call center operation between Aging Resources of Douglas County (ARDC) and Douglas County in the amount of \$209,120. This Agreement will provide approximately 5,216 one-way trips to enhance the mobility of older adults and people with disabilities as well as support operation of the county's call center, First Call.

II. REQUEST

Staff requests approval of the Subgrantee Agreement for transportation services and call center operation between Douglas County and ARDC in the amount of \$209,120.

III. BACKGROUND

At the Business Meeting on July 22, 2025, the Board of County Commissioners (BCC) approved the 2025-2026 Denver Regional Council of Governments (DRCOG) Federal Transit Administration (FTA) 5310 contract EX25019 for mobility management. This funding is intended for use in the Denver-Aurora Urbanized Area (UZA). Subgrantee agreements are executed with local community-based organizations to provide transportation services and operate Douglas County First Call, the County's call center.

IV. DISCUSSION

The Agreement with ARDC will provide funding for approximately 5,216 one-way trips to enhance the mobility of Douglas County adults with disabilities and residents aged 60 and older. Services are available to residents who reside in the northern region of the county within the UZA.

Douglas County First Call, operated by ARDC, is utilized to provide transit coordination for residents seeking assistance in meeting their mobility needs. ARDC responds to an average of 456 First Call requests per month.

The period of performance will be from August 12, 2025, through June 30, 2026. Funding for this Agreement will be allocated in the following manner:

Sub Grantee	Service	Amount
ARDC	5,216 one-way trips	\$ 193,000
ARDC	First Call	\$ 16,120
	Total	\$ 209,120

V. RECOMMENDED ACTION

Staff recommends the Agreement for transportation services and call center operation between Douglas County and ARDC in the amount of \$209,120 be approved by the BCC as it complies with all federal, state, and County approval standards and policies.

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**SUBGRANTEE AGREEMENT
ARDC TRANSIT SERVICES AND CALL CENTER**

Project Title ARDC Transit Services and Call Center	Agreement Number EX25019		
Grantee Aging Resource of Douglas County (ARDC)	Agreement Performance Beginning Date August 12, 2025		
Grantee Unique Entity ID: W86NEMNZS9K9	Agreement Performance Expiration Date June 30, 2026		
Grant Maximum Amount: \$209,120.00	CFDA Number: N/A		
Agreement Purpose The purpose of this agreement is to improve chore and assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit 1, Scope of Work and Conditions 2. Exhibit 2, Amended Contract EX25019 3. Exhibit 3, Release of Information 4. Exhibit 4, Generic Confidentiality Agreement 5. Exhibit 5, Data Security Procedures 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: <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Agreement 2. Exhibit 1, Scope of Work and Conditions 3. Executed Option Letters (if any) 			
Principal Representatives: <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> For Douglas County: Ryan J. Arthur 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us </td> <td style="width: 50%; vertical-align: top;"> For Grantee: Karie Erickson 104 Fourth Street Castle Rock, CO 80109 kerickson@douglas.co.us </td> </tr> </table>		For Douglas County: Ryan J. Arthur 100 Third Street Castle Rock, CO 80104 CRSgrants@douglas.co.us	For Grantee: Karie Erickson 104 Fourth Street Castle Rock, CO 80109 kerickson@douglas.co.us
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SUB GRANTEE GRANT AGREEMENT

Transit Services and Call Center

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** ("County") and **AGING RESOURCES OF DOUGLAS COUNTY** ("Sub Grantee"), each acting by and through its duly authorized officers. The County and the Sub Grantee hereinafter collectively referred to as the "Parties" and individually as the "Party."

WHEREAS:

1. The County, acting in its role as grantee for a Federal Transit Administration (FTA) 5310 grant awarded by the Denver Regional Council of Governments ("DRCOG"), is able to receive and dispense federal funds upon reimbursement from DRCOG.
2. Consistent with the requirements of 49 U.S.C. § 5310 and the local processes, the County submitted an application for local assistance, which included the Sub Grantee project described herein.
3. The County received a grant award of \$270,747 ("DRCOG 5310 Grant Funds") on behalf of the Sub Grantee's and other recipients' request from DRCOG, pursuant to Contract Number EX25019, Project Number 402025.
4. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive a portion of the DRCOG 5310 Grant Funds.

NOW, THEREFORE, the County and the Sub Grantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. Sub Grantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** ("Scope of Work"), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2**, the Agreement by and Between the Denver Regional Council of Governments and Douglas County Government attached hereto and incorporated herein. The Scope of Work describes the activities to be completed by the Sub Grantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County's Project Manager, as defined in Section 6.02 below,) for written approval. A change in the Scope of Work is not effective until the Sub Grantee receives written approval from the County.

1.02 Approved Budget. Sub Grantee agrees to complete the Scope of Work in accordance with the approved budget in **Exhibit 1**.

1.03 Provisions. Sub Grantee agrees to comply with all provisions in this Agreement, including all exhibits to the Agreement and any further exhibits contained therein, all of which are expressly incorporated herein by reference.

1.04 Applicability of Federal Requirements. Sub Grantee understands and agrees that its receipt of DRCOG 5310 Grant Funds is contingent and conditioned on its compliance with the terms and conditions of the federal award as set forth in the FTA Master Agreement, as amended from time to time. The current version of the FTA Master Agreement is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>. The terms and conditions of the FTA Master Agreement are hereby adopted and incorporated as if fully set forth herein. By signing this Agreement, Sub Grantee certifies that it has received and reviewed the FTA Master Agreement and agrees to comply with all requirements set forth therein. Any violation of a Federal requirement by the Sub Grantee can result in an enforcement action undertaken by FTA and termination of this Agreement by the County, DRCOG and/or FTA.

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

2.01 Authorized Use of Grant Funds. The Sub Grantee is only authorized to use the grant funds awarded under this Agreement for costs directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**.

2.02 Eligibility of Costs. All expenses are subject to DRCOG requirements including, but not limited to:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards***, 2 CFR §§ 200.402 through 200.475 and 2 CFR § 200.102
- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions***, FTA Circular 9070.1G

All expenses are also subject to the provisions outlined in the FTA Master Agreement and **Exhibit 2**.

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Estimated Project Amount. The total estimated budget of this Scope of Work is **\$209,120**.

3.02 Maximum Grant Amount. The County awards to Sub Grantee a grant of up to **\$193,000** to complete approximately **5,216 one-way trips** and up to **\$16,120** to operate the **Douglas County First Call** call center as outlined in the Scope of Work for a Maximum Grant Amount ("Maximum Grant Amount") of **\$209,120**. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. **The County shall bear no responsibility for cost overruns that may be incurred by Sub Grantee in performance of the Scope of Work.**

3.03 Local Match. No local match is required for this grant.

3.04 Reimbursement. Expenses will be reimbursed by the County for 100 percent of all allowable costs, as provided in Section 4.3 of Exhibit 2 hereto, which have been paid to the County by DRCOG. Invoiced expenditures with all required documentation

plus local match documentation (if required) must be submitted to the County's Project Manager **no later than the fifth day of the following month** in order to be reimbursed for expenses from the previous month. Sub Grantee must use the approved forms and submit all required documentation in the format specified by the County's Project Manager.

Sub Grantee shall submit any additional data or other information requested by the County to support the Sub Grantee's reimbursement request and shall submit any additional data or information that may be required by DRCOG or FTA.

Following the County's review and approval of the Sub Grantee's reimbursement request, and DRCOG's payment to the County, the County will distribute to the Sub Grantee the approved reimbursement amount. The County may deny part or all of any reimbursement request if the County believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, the Maximum Grant Amount set out in Section 3.02. **The County may withhold payment if the Sub Grantee is not current in its reporting requirements under Article IV.** Distribution of any funds or approval of any report is not to be construed as a County waiver of any Sub Grantee noncompliance with this Agreement.

3.05 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the County that the Sub Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Sub Grantee agrees to promptly repay such amounts to the County.

3.06 Reversion of Unexpended Grant Funds. All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period shall revert back to DRCOG and/or the County, as applicable.

3.07 Grant and Reimbursement Contingent upon Funding. This Agreement is subject to and contingent upon the continuing availability of grant funds for the purposes thereof. The parties hereto expressly recognize that the Sub Grantee is to be paid, reimbursed, or otherwise compensated with grant funds provided to the County by DRCOG. DRCOG receives funds from federal and state programs, including FTA funds under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, and therefore, Sub Grantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from DRCOG. If such funds or any part thereof are not received from DRCOG, the County may, in its sole discretion, immediately terminate this Agreement without liability, including liability for termination costs. If the County does not elect to terminate the Agreement, the County is only required to reimburse Sub Grantee from such funds or any part thereof that are received from DRCOG.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be

supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Scope of Work Information. Sub Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Sub Grantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Sub Grantee's match documentation (if required) under this Agreement. These documents shall include the property records required by Article VII of this Agreement. The Sub Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall keep intact all Scope of Work information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

4.03 Compliance with HB 18-1128. Sub Grantee shall comply with the applicable provisions of House Bill 18-1128 Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto as **Exhibit 1**.

4.04 Audit Requirements. The Sub Grantee agrees to have financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501, *et seq.* These financial and compliance audits must comply with the provisions of 2 CFR part 200, and any amendments thereto. The Sub Grantee also agrees to obtain any other audits required by the County, DRCOG or the State of Colorado. The Sub Grantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." Sub Grantee agrees to provide the County's Project Manager with a report of all audits performed. Sub Grantee agrees that project closeout will not alter the Sub Grantee's audit responsibilities.

4.05 Audit Costs. Audit costs for project administration and management are allowable to the extent authorized by 2 CFR part 200, or the FAR at 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

4.06 Contents of Reports; Copies. The Sub Grantee agrees to report completely in accordance with the requirements of the Scope of Work and to provide the County with any additional or follow up information as may be requested by the County.

4.07 Inspections and Other Monitoring Activities. Sub Grantee agrees to permit the County and DRCOG to have access to the sites of performance of the Scope of Work and to make site visits as needed to ensure compliance with applicable federal requirements and regulations and this Agreement. Sub Grantee agrees to attend Sub Grantee meetings. The Sub Grantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by Sub Grantee during the term of this Agreement.

4.08 FTA Access to Records and Sites of Performance. Sub Grantee agrees to provide: (1) the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Agreement-related records as required under 49 U.S.C. § 5325(g); and (2) sufficient access to Agreement-related records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the grant as determined by FTA. Sub Grantee further agrees to permit FTA access to the sites of performance of the Scope of Work and to Sub Grantee and to make site visits as needed in compliance with applicable federal requests.

4.09 Changed Conditions. Sub Grantee shall use due diligence to achieve the milestones set forth in the Scope of Work. Sub Grantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation.

4.10 Special Reporting Requirements. Sub Grantee agrees to provide the County with any additional follow up information reasonably requested by the County in order to meet the County's reporting requirements.

V. PROJECT ACTIVITY PERIOD; TERM; TERMINATION

5.01 Project Activity Period. This Project Activity Period will expire when DRCOG reimburses the County's final submitted invoice, within the limits of Section D, *Reimbursement Eligibility*, in the Scope of Work (**Exhibit 1**). The Project Activity Period may be extended by an amendment agreed to in writing by the County and DRCOG.

5.02 Term. The term of this Agreement shall extend from **August 12, 2025** to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 5.01 to permit close out of this Agreement. No work shall commence, and no costs shall be incurred, prior to **August 12, 2025**.

5.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Sub Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Sub Grantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the Maximum Grant Amount, in Section 3.02.

5.04 Termination for Noncompliance. If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Sub Grantee to make reasonable progress toward completion of the Scope of

Work without good cause and without providing the notice required by Section 4.09 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Sub Grantee is noncompliant with this Agreement. If the County finds that the Sub Grantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Sub Grantee to repay the grant funds in full or in a portion determined by the County, except that Sub Grantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

5.05 Effect of Scope of Work Closeout or Termination. Sub Grantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Sub Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Sub Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

VI. CONTACT PERSONS; PROJECT MANAGER

6.01 Contact Persons. The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

The County:

Name:	Ryan Arthur
Title:	Community Programs Coordinator
Mailing Address:	100 Third Street Castle Rock, Colorado 80104
Phone:	303-814-4326
Email:	transit@douglas.co.us

The Sub Grantee:

Name:	Karie Erickson
Title:	Executive Director
Mailing Address:	104 Fourth Street, Castle Rock, CO 80104
Phone:	303-814-4300
Email:	Kerickson@douglas.co.us

or such other person as may be designated in writing for itself by either party.

6.02 County's Project Manager. The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 6.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

6.03 Sub Grantee Project Manager. The Sub Grantee's Project Manager for purposes of administration of this Agreement is the person listed for the Sub Grantee in

Section 6.01, or such person as may be designated in writing by the Sub Grantee. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Sub Grantee unless otherwise noted.

6.04 Notice. Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

VII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or construed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards***, 2 C.F.R §§ 200.310-200.316, 1201.313, 1201.317.
- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions***, FTA Circular 9070.1G

The foregoing are incorporated by reference into this Agreement. Sub Grantee acknowledges that the federal requirements in these Articles and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time except to the extent that DRCOG, the State of Colorado or the County determines in writing.

VIII. GENERAL CONDITIONS

8.01 Amendments. The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

8.02 Assignment and Sub Grants. The Sub Grantee shall not assign, sub grant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, subgranting, subletting, or transferring without such consent shall be void. Any authorized assignment, subgrant, sublet, or transfer by the Sub Grantee shall be subject to compliance with all terms and conditions of this Agreement including the FTA Master Agreement and Exhibits 1 and 2 hereto. Sub Grantee shall be responsible for ensuring that any authorized assignee, sub grantee, sub lease, or transferee adheres to all terms and conditions of this Agreement.

8.03 Liability. The parties expressly agree that the County does not contractually waive any limitations on liability or other immunities or defenses available to it by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

8.04 Background Check. If the County and its employees are required by law, regulation, or the terms of the FTA Master Agreement or Exhibit 2, including its exhibits, to pass a criminal background check, Sub Grantee must likewise meet the requirement and such documentation must be provided to the County as a condition of this Agreement.

8.05 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Sub Grantee and the County. Sub Grantee shall perform its duties hereunder as an independent contractor and not as an employee. **Sub Grantee and its employees, volunteers and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Sub Grantee or any of its employees, volunteers, and agents. Sub Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Sub Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by the County; and (iii) be solely responsible for its acts and those of its employees, volunteers and agents.**

8.06 No Third-Party Beneficiaries. Nothing in this Agreement is intended or should be construed as creating third party beneficiary rights against the County or Sub Grantee, including but not limited to, Sub Grantee's contractors or subcontractors.

8.07 FTA Interest in Disputes; Notice Requirements. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Agreement including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. If a current or prospective legal matter that may affect the Federal Government emerges, Sub Grantee must promptly notify the FTA Chief Counsel, FTA Regional Counsel for the Region in which Sub Grantee is located, and the County. Sub Grantee must include a similar notification requirement in its subcontracts and must require each subcontractor to include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. 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. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Grant or the Agreement, or the Federal

Government's administration or enforcement of federal laws, regulations, and requirements.

8.08 Indemnification. Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County and DRCOG, as well as their officers, employees, agents, subcontractors, assignees, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of this Agreement, including any aspect of performance of the Scope of Work, by the Sub Grantee or its employees, agents, volunteers, contractors, subcontractors or assignees.

8.09 Insurance. Sub Grantee shall comply with all insurance requirements set forth in Section 5 of the Agreement by and Between the Denver Regional Council of Governments and Douglas County, Colorado, incorporated herein as Exhibit 2. The County, its elected officials and employees shall be named as an additional insured for Sub Grantee's General and Automobile Liability policy. Sub Grantee shall provide to the County certificates showing adequate insurance coverage as required in Section 5 of Exhibit 2 along with this signed Agreement.

8.10 Acknowledgement. Sub Grantee shall appropriately acknowledge the grant assistance made by the County and DRCOG under this Agreement in any promotional materials, reports, and publications relating to the Scope of Work, subject to the provisions of Section 8.17 set forth below.

8.11 Assurances. In addition to all other obligations contained herein, the Sub Grantee agrees: (a) to perform its obligations under this Agreement with the highest standards of care, skill, and diligence in the industry, trades, or profession and as set forth in this Agreement, including but not limited to those set forth in the FTA Master Agreement and Exhibit 2 hereto; (b) that it warrants it possesses and will maintain, at its sole expense, all necessary licenses, certifications, approvals, permits, and other authorization required by law to perform its obligations under this Agreement, including but not limited to all obligations set forth in the FTA Master Agreement and Exhibit 2 hereto; (c) not to engage in any practices that would create or raise a conflict of interest with its performance under this Agreement; and (d) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Scope of Work hereunder or to Sub Grantee as an employer.

8.12 E-Verify Federal Contractor Rule Employment Eligibility Verification. This Agreement specifically adopts and incorporates, as if fully set forth herein, Exhibit C of Exhibit 2 hereto, entitled "E-Verify federal contractor rule employment eligibility verification." If the Maximum Grant Amount for this Agreement is more than \$3,000, Sub Grantee must also comply with the E-Verify Federal Contractor Rule explained in Exhibit C of Exhibit 2 hereto, adopted and incorporated herein, which requires Sub Grantee to use the E-Verify program to verify the employment eligibility of all employees assigned to the Agreement and all new hires.

8.13 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising

out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

8.14 Conflict. In the event that any provisions contained herein conflict with those in Exhibit 2, the provisions in Exhibit 2 shall prevail. In the event that any provisions contained herein or in Exhibit 2 conflict with the in the FTA Master Agreement, the FTA Master Agreement shall prevail.

8.15 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Sub Grantee, its heirs, legal representations, successors, and assigns.

8.16 Complete Integration. This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

8.17 Advertising, Marketing and Promotional Materials. The Sub Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of Sub Grantee's advertising or public relations materials without first obtaining the written approval of the County's Project Manager

IX. REPRESENTATIONS AND ASSURANCES.

9.01 Incorporation of Specific Federal Requirements. Sub Grantee understands and agrees that its receipt of DRCOG 5310 Grant Funds is contingent and conditioned on its compliance with all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Without limiting the foregoing, Sub Grantee agrees to comply with all applicable laws set forth in Exhibit B of Exhibit 2 hereto.

9.02 Incorporation of DRCOG Requirements. The Sub Grantee agrees to comply with all DRCOG requirements of the Contractor set forth in Exhibit 2. By signing this Agreement, the Sub Grantee certifies that it has received and reviewed Exhibit 2 hereto and all of its attached exhibits and agrees to comply with all provisions set forth therein.

9.03 Assurance of Non-Discrimination on Basis of Disability. The Sub Grantee shall provide express written assurances that it will comply with Section 504 of the Rehabilitation Act of 1973 and that it will not discriminate on the basis of disability by executing the certification set forth in **Exhibit 3** hereto as a condition precedent to the issuance of any Grant Funds hereunder.

9.04 Assurance Regarding Trafficking in Persons. Sub Grantee agrees that it and its employees that participate in the Agreement may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procure a commercial sex act during the period of time that the Agreement is in effect, or use forced labor in the performance of the Agreement or Sub Agreements thereunder.

9.05 Nondiscrimination and DBE Assurances. (A) Sub Grantee and each subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) Sub Grantee and each 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 subcontracts; (C) Failure by Sub Grantee or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Agreement or any subcontract, as applicable; and (D) The following remedies, or such other remedy as DRCOG and/or the County deem appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Sub Grantee or subcontractor from future bidding as non-responsible.

9.06 Assurances Regarding 5310 Funding Conditions. Sub Grantee agrees to and assures it will comply with all Terms and Conditions for Section 5310 Funding set forth in Exhibit B of Exhibit 2 hereto (hereinafter referred to in its entirety as the “5310 Funding Conditions”), all of which are adopted and incorporated by reference as if fully set forth herein. Without limiting the foregoing, Sub Grantee specifically represents and warrants that its assurances of compliance extend to:

- (a) All provisions, including all subparts, regarding trafficking in persons, set forth in subsection (c) in Article 1 of the 5310 Funding Conditions;
- (b) All provisions, including all subparts, regarding federal tax liability and recent felony convictions, set forth in subsection (d) in Article 1 of the 5310 Funding Conditions;
- (c) All provisions, including all subparts, regarding debarment and suspension, set forth in subsection (e) in Article 1 of the 5310 Funding Conditions;
- (d) All provisions, including all subparts, regarding access to records set forth in subsection (a) in Article 2 of the 5310 Funding Conditions;
- (e) All provisions regarding access to the sites of performance set forth in subsection (b) in Article 2 of the 5310 Funding Conditions;
- (f) All provisions, including all subparts, regarding nondiscrimination in federal public transportation programs, set forth in subsection (b) in Article 3 of the 5310 Funding Conditions;
- (g) All provisions, including all subparts, regarding nondiscrimination under Title VI of the Civil Rights Act, set forth in subsection (c) in Article 3 of the 5310 Funding Conditions;
- (h) All provisions, including all subparts, regarding equal employment opportunity, set forth in subsection (d) in Article 3 of the 5310 Funding Conditions;
- (i) All provisions, including all subparts, regarding disadvantaged business enterprise, set forth in subsection (e) in Article 3 of the 5310 Funding Conditions;
- (j) All provisions, including all subparts, regarding awards involving construction, set forth in subsection (b) in Article 4 of the 5310 Funding Conditions;
- (k) All provisions, including all subparts, regarding awards not involving construction, set forth in subsection (c) in Article 4 of the 5310 Funding Conditions;
- (l) All provisions, including all subparts, regarding awards involving commerce, set forth in subsection (d) in Article 4 of the 5310 Funding Conditions;

- (m) All provisions, including all subparts, regarding public transportation employee protective arrangements, set forth in subsection (e) in Article 4 of the 5310 Funding Conditions;
- (n) All provisions regarding general compliance with environmental and resource use laws, set forth in subsection (a) in Article 5 of the 5310 Funding Conditions;
- (o) All provisions, including all subparts, regarding the National Environmental Policy Act, set forth in subsection (b) in Article 5 of the 5310 Funding Conditions;
- (p) All provisions, including all subparts, regarding environmental justice, set forth in subsection (c) in Article 5 of the 5310 Funding Conditions;
- (q) All provisions regarding other environmental federal laws, set forth in subsection (d) in Article 5 of the 5310 Funding Conditions;
- (r) All provisions regarding use of certain public lands, set forth in subsection (e) in Article 5 of the 5310 Funding Conditions;
- (s) All provisions, including all subsections, regarding charter service and motor carrier safety, set forth in Article 7 of the 5310 Funding Conditions; and
- (t) All provisions, including all subparts, regarding the special provision for promoting Covid-19 safety and compliance with the CDC Mask Order, set forth in subsection (f) in Article 9 of the 5310 Funding Conditions.

9.07 Representations Regarding Debarment, Suspension. By signing this Agreement, Sub Grantee represents and warrants that its organization and its principals and employees are not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Sub Grantee represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” Sub Grantee agrees to, and will include a similar provision in each lower tier subcontract ensuring that each lower tier subcontractor will: (i) comply with federal debarment and suspension requirements; and (ii) review the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

9.08 Assurance Regarding Tax Liability and Felony Convictions. Sub Grantee hereby agrees and certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Sub Grantee further agrees and certifies that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

9.09 Effect of Erroneous Assurance, Certification or Representation. The assurances, certifications and representations contained in this Article IX are each material representations of fact upon which the County relies in entering this Agreement. If it is later determined that Sub Grantee knowingly rendered an erroneous assurance, certification, or representation, in addition to other remedies available to the federal government, CDOT and/or the County may pursue available remedies, including suspension and/or debarment. Sub Grantee shall provide to the County immediate written notice if at any time Sub Grantee learns that any of its

assurances, certifications or representations were erroneous when submitted or have become erroneous by reason of changed circumstances.

9.10 No Federal Obligation. This grant is financed by state and/or federal funds administered by DRCOG. However, payments to the Sub Grantee will be made by the County. Neither the United States, nor the State of Colorado is party to this Agreement. No reference in this Agreement to any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Sub Grantee shall include this clause in any contracts or agreements under this Agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

Abe Laydon
Chair, Board of County Commissioners

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Assistant Director of Community Services

Date: _____

Douglas J. DeBord
County Manager

Date: _____

Hayley Hall
Clerk to the Board

APPROVED AS TO LEGAL FORM:

Arielle Denis
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

AGING RESOURCES OF DOUGLAS COUNTY

Sub Grantee

By (Signature)

Title

Address

City, State, Zip Code

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,
_____ by _____.
(name of signatory)

My commission expires: _____

Witness my hand and official seal

Notary Public

EXHIBIT 1—SCOPE OF WORK AND CONDITIONS

AGING RESOURCES OF DOUGLAS COUNTY (“Sub Grantee”), DRCOG 5310 Grant Program – Douglas County Transit Services

Grant Year	August 12, 2025 – June 30, 2026
Title of Project	DRCOG 5310 Grant Program
Project Description	Provision of Contracted Transportation Services for Enhanced Mobility of Seniors and Individuals with Disabilities
Federal Awarding Agency	Federal Transit Administration (FTA)
CFDA Number	20.513

A. Program Description

Douglas County First Call and Douglas County transportation services provide transportation services for seniors and persons with disabilities who need access to transportation. Douglas County's Project Manager will serve as the administrator of this program. Through this program, Douglas County will coordinate transit, advocate for improved services in the urban and rural areas and provide information and referral services. It will also work with other jurisdictions to expand regional transit services.

B. Project Description

This project accomplishes goals toward improving coordination and facilitation of transportation in Douglas County through better coordination of current services available, an increase in transportation opportunities, and providing a single point of contact for information and assistance on a variety of Douglas County programs and services including transportation.

Sub Grantee will provide transit services for aging and disabled residents through on-demand transportation and will provide an increase in transit services through the coordination of services with Douglas County First Call and other transit providers serving Douglas County. Douglas County First Call provides increased coordination and program efficiencies by pairing eligible residents with services to meet their needs. Services include transit, housing, nutrition, health and medical resources, and employment transportation.

The increase in transportation opportunities will be achieved through coordination of transit services, leveraging existing programs and services, and through the use of the agency's wheelchair accessible vehicles.

C. Project Budget

1. The net cost for this project is estimated to be and will be allocated as follows:

Net Project Costs (August 12, 2025 – June 30, 2026):	\$193,000.00
Estimated Number of One-Way Trips to be Performed:	5,216

Net Project Costs (August 12, 2025 – June 30, 2026):	\$ 16,120.00
Call Center Cost for August 2025	\$ 977.00
Call Center Cost per month September – June):	\$ 1,514.30

2. Project costs must not exceed the Maximum Grant Amount of **\$209,120**.

3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses Sub Grantee from DRCOG funds for eligible, actual costs. If the final, actual project cost is less than the Maximum Grant Amount of **\$193,000 for transportation trips** and **\$16,120 for Douglas County First Call**, the County is not obligated to provide any more of the eligible, actual operational costs.
4. Funds from this grant for transportation trips will pay for on-demand transportation services (e.g., mileage reimbursement, training, background and motor vehicle checks, and other miscellaneous expenses) for persons with various accessibility needs. Sub Grantee provides these services.
5. Funds from this grant for Douglas County First Call will pay for call center services (e.g., call handling and tracking, referral services, information and assistance provision, inter-agency coordination and other miscellaneous call center requirements and expenses).
6. Sub Grantee is responsible for providing monthly reporting on trips provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County **no later than the 5th day of each month**. If either day falls on a weekend or holiday, the monthly report will be due on the next business day.

D. Reimbursement Eligibility

1. Sub Grantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit 1.
2. Transportation services reimbursements will be based upon eligible trips at the agreed upon rate of \$37.00 per one-way trip, minus donations as reported by the Sub Grantee each month.

E. Project Performance

1. Sub Grantee is responsible for tracking and reporting the number of total passengers and other users of these services.
2. Sub Grantee is responsible for tracking and reporting the number of total calls received, caller data, location of the call, services or referrals given and other activities of the call center.
3. If there is more than a ten percent deviation from the numbers listed below, an explanation for the deviation is required on the monthly progress report(s). Sub Grantee should evaluate and report on the progress and change over time.

One-Way Trip Timeframe:	August 12, 2025 – June 30, 2026
Approximate Trips to be Provided:	5,216

Reporting Timeframe:	August 12, 2025 – June 30, 2026
Estimated Calls Per Month	280

4. As a performance standard, the Federal Transit Administration *requires* that increases or enhancements related to geographic coverage, service quality, and/or service times that will affect the availability of transportation services because of this proposed project be identified. With this project, Douglas County will enhance current transit services by

providing more trips. This funding will enable more seniors and persons with disabilities to utilize transportation services provided by Sub Grantee.

F. Project Service Area

1. Service recipients are restricted to those with a home address within the Denver-Aurora Urbanized Area (Denver-Aurora UZA). Travel to areas outside the Denver-Aurora UZA is allowable as long as person requesting the trip has a home address within the UZA. Douglas County First Call reimbursement is available only for calls from persons with home addresses within the Denver-Aurora UZA.

G. Data Reporting, Sharing and Confidentiality

1. The County will provide to the Sub Grantee access to its EmpowOR data system, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. For transportation services, the Sub Grantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. For Douglas County First Call, the County will provide to the Sub Grantee access to its EmpowOR data system, through which the Sub Grantee shall capture and report data for all services provided under this Sub Grantee Agreement. The Sub Grantee shall record and report: (i) total calls received; (ii) caller data; (iii) location of the call; (iv) services or referrals given; and (v) Funding and expenditure records.
3. The County and Sub Grantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Sub Grantee agree that client data may be shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Sub Grantee Agreement. Prior to sharing any client information, the Sub Grantee shall obtain an Authorization for Release of Information ("ROI"), in the form included as **Exhibit 4** to this Agreement, or as otherwise approved in writing by the County's Project Manager, executed by the client which allows the Sub Grantee to share the client's information with the County and any other sub grantees specified in the ROI form.
4. The Sub Grantee must comply with all obligations of a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), including all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. § 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:
 - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, as a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means'
 - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure

- or destruction. Such procedures must be appropriate in light of the nature and size of the partner's business and operations;
- iii. Providing immediate written notification to the County's Project Manager transit@douglas.co.us, in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigations to the County's Project Manager transit@douglas.co.us, as requested;
 - iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
 - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
5. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure or destruction, the Sub Grantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client Personal Data and/or the County's EmpowOR data system, including but not limited to employees and volunteers; (iii) require anyone with access to Personal Data and/or the County's EmpowOR data system to execute an acknowledgement, in the form included as **Exhibit 5** or as otherwise approved in writing by the County's Project Manager, of their obligation to maintain the confidentiality of client Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 6** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.
6. The County and the Sub Grantee may maintain a copy of all data obtained in the course of providing any services under this Sub Grantee Agreement.

H. Objectives and Milestones

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies and sample documents of milestone activities.

Begin services within 30 days of receiving an executed Agreement.
--

Provide an average of 521 trips per month from August 12, 2025 – June 30, 2026.
--

Begin services within 30 days of receiving an executed Agreement.
--

Provide an average of 280 calls per month from August 12, 2025 – June 30, 2026.
--

I. Special Conditions

1. Sub Grantee must obtain County and DRCOG approval if DRCOG 5310 Grant Funds are intended to be used for payment of a lease or for any third-party contracts.
2. Sub Grantee may not seek reimbursement for any billable work under this Agreement until the Agreement is fully executed.
3. Sub Grantee must maintain safety records, if applicable. These records must be submitted to the County or DRCOG if the County or DRCOG requests them. The records may include the number of vehicle accidents within certain time frames as requested by the County or DRCOG, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.
4. Sub Grantee must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.

EXHIBIT 2 – DRCOG 5310 CONTRACT EX25019 WITH DOUGLAS COUNTY

**Contract by and between the
Denver Regional Council of Governments**

1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

DOUGLAS COUNTY GOVERNMENT

100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Services

Project Number 402025

Contract Number: EX25019

Recitals:

- A. DRCOG is a designated recipient of Federal Transit Administration (FTA) funds under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, which aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.
- B. Contractor has submitted a proposal requesting Section 5310 funds to perform the tasks and activities described in **Exhibit A**.
- C. DRCOG is willing to make Section 5310 funds available to Contractor in accordance with the terms and conditions of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Scope of work

1.1 Performance of work

Contractor agrees to perform for DRCOG all of the tasks and activities set forth in **Exhibit A** attached hereto and incorporated herein by reference (hereinafter the "Work").

1.2 Assurances

In addition to all other obligations contained herein, Contractor agrees: (a) to accurately proceed with diligence and promptness and to perform the Work in accordance with the highest professional workmanship and service standards in the field to the satisfaction of DRCOG; (b) to produce Work that is free from any material errors or omissions; and (c) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances,

requirements and codes which are applicable to the performance of the Work hereunder or to Contractor as an employer.

2. Application of federal requirements

2.1 FTA Master agreement

FTA Master Agreement. Contractor understands and agrees that its receipt of Section 5310 funds is contingent and conditioned on its compliance with the terms and conditions of the federal award as set forth in the FTA Master Agreement, as amended from time to time. The terms and conditions of the FTA Master Agreement are hereby incorporated herein and made a part hereof for all purposes as if fully set out. Any conflict between this agreement and the FTA Master Agreement shall be resolved in favor of the FTA Master Agreement. Any violation of a Federal requirement by the Contractor can result in an enforcement action undertaken by FTA and termination of this Contract by DRCOG and/or FTA. The current version of the FTA Master Agreement is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

2.2 Compliance

Contractor shall at all times during the term of this Contract strictly adhere to, and comply with, all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. Contractor shall also require compliance with these statutes and regulations in subcontracts. Without limiting the foregoing, Contractor shall comply with all applicable laws set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

2.3 Funding contingency

Contractor understands and agrees that should the FTA disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. DRCOG is not responsible for providing any funding to substitute for the federal funds in the event the grant is withdrawn or not provided for any reason.

3. Time of performance

The term of this Agreement shall commence upon execution and shall end June 30, 2026. No work shall commence and no reimbursable costs shall be incurred prior to the execution of this Agreement, as reflected by the execution date herein.

4. Payment terms

4.1 Maximum amount

The total cost of the Agreement shall not exceed Two Hundred Seventy Thousand Seven Hundred Forty-Seven Dollars (\$270,747.00). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and expenses.

4.2 Local match

Contractor is responsible for providing local matching funds in the amount of Sixty-Seven Thousand Six Hundred Eighty-Seven (\$67,687.00).

4.3 Allowable costs

Contractor shall only be reimbursed for costs incurred for the performance of this Contract which are determined by DRCOG to be allowable, allocable, and reasonable in accordance with the following cost principles:

- (a) Be in conformance with the Scope of Work, the approved budget and all other terms of this Agreement;
- (b) Be necessary to accomplish the Work;
- (c) Be reasonable for the goods or services purchased;
- (d) Be the actual net costs to the Contractor;
- (e) Be incurred for Work performed after the effective date of this Contract;
- (f) Be satisfactorily documented;
- (g) Be eligible for federal participation under federal laws, regulations or directives;
- (h) Be consistent with federally approved accounting principles and procedures, including requirements for indirect costs, in compliance, consistent with U.S. Department of Transportation regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200; and
- (i) Be in compliance with the Master Agreement and any amendments thereto.

4.4 Erroneous payments

Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this Contract or other contracts between DRCOG and Contractor, to the extent permitted by federal and state law, or shall be reimbursement by Contractor to DRCOG upon demand.

5. Insurance and indemnification

5.1 Coverage amounts

Contractor shall procure and maintain, and shall cause each subcontractor of Contractor to procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage.

- (a) Workers' Compensation in statutory limits.
- (b) Employer's Liability Insurance: \$100,000/each accident, \$500,000/ disease - policy limit, and \$100,000/disease - each employee.
- (c) Commercial General Liability Insurance: \$1,000,000/Occurrence.
- (d) Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: \$1,000,000/each accident.

5.2 Additional insured

DRCOG, its officers and employees shall be named as additional insured for the Contractor's General and Automobile Liability policy under sections Certificate Holder and Description of Operations. In addition, the term of the Contract and the Contract number must be outlined under the Description of Operations.

5.3 Coverage requirements

All coverages shall be continuously maintained from the date of commencement of services hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor so as to maintain such continuous coverage. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against DRCOG, its officers, agents, employees and volunteers.

5.4 Cancellation

The insurance shall include provisions preventing cancellation without 30 days prior notice to DRCOG by certified mail.

5.5 Certificates of insurance

Contractor shall provide certificates showing adequate insurance coverage as required by this Section to DRCOG with the signed Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver to DRCOG certificates of insurance evidencing renewals thereof. Upon request by DRCOG at any other time during the term of this Contract, Contractor shall within 10 days of such request supply to DRCOG evidence satisfactory to DRCOG of compliance with the provisions of this Section. Contractor shall provide certificates for its subcontractors immediately upon request by DRCOG.

5.6 Indemnification

To the extent permitted by law, Contractor expressly agrees to indemnify and hold harmless DRCOG, its officers and employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their employees, subcontractors or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against DRCOG, DRCOG will give notice within ten (10) days thereof to Contractor. Nothing herein shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

6. Records; Inspection and audit

6.1 Records

Contractor shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the Work, and shall maintain such records for a period of three

(3) years after the date of termination of this Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending.

6.2 Audit by DRCOG

DRCOG reserves the right to audit the Contractor's books and records for a period of three years after the expiration or termination of this Contract in order to validate the allowability of amounts paid under this Contract. Any amounts not allowed under Federal rules shall be reimbursed by the Contractor or offset against current obligations due by DRCOG to the Contractor as permitted, to the extent permitted by federal law, at DRCOG's election. In the event this Contract is terminated, final payment to the Contractor may be withheld at the discretion of DRCOG until completion of a final audit.

6.3 Inspection

During the Contract term, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG or its authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract. Contractor agrees to permit, and to require its subcontractors, to permit DRCOG to have access to the sites of performance of the Work and to make site visits as needed to ensure compliance with applicable federal regulations and this Contract.

6.4 Contractor Audit

Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT "Single Audit" requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200. Contractor shall, upon request, make a copy of the audit available for review by DRCOG. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by federal and state law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law.

7. Debarment, suspension

By signing this Contract, the Contractor represents that its organization and its principals and employees are not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Contractor represents that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension. Contractor agrees to include, a similar provision in each lower tier subcontract, ensuring that each lower tier subcontractor (i) complies with federal debarment and suspension requirements; and (ii) reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

8. Termination breach

8.1 Termination for cause

If the Contractor fails to meet performance measures set by DRCOG, fails to fulfill in a timely and proper manner its obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, DRCOG shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

8.2 Termination due to loss of funding

Contractor understands and agrees that it is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG under a federal grant and that all its rights, demands, and claims to compensation arising under this Contract are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Contract without liability, including costs for termination.

8.3 Termination for the convenience of DRCOG

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for Work performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG.

8.4 Liability

Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG due to any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

8.5 Remedies

If the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, may institute such administrative, contractual or legal remedies available to DRCOG as may be appropriate. DRCOG may take one or more of the following actions, as appropriate in the circumstances:

- 8.5.1 Temporarily withhold payments pending correction of deficiency by the Contractor.
- 8.5.2 Disallow all or part of the cost of the activity or action not in compliance.
- 8.5.3 Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.
- 8.5.4 Withhold further Contracts with Contractor.
- 8.5.5 Take any other remedies that may be legally available.

8.6 Correction action

If the Contractor fails to fully expend the contracted funds in a timely manner or fails to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in

addition to any other remedies it may have, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract until Contractor prepares a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate any of the funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the Work in accordance with this Contract or a corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract

8.7 Project material

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. Miscellaneous terms

9.1 Subcontractors

Contractor may utilize subcontractors to assist with non-specialized services as necessary to complete the Work provided that it first submits any proposed subcontractor and the description of their services to DRCOG for its written approval. DRCOG will not work directly with the subcontractors. The terms and conditions of this Contract shall flow down to all tiers of subcontractors. Contractor is responsible for ensuring its subcontractors adhere to the terms of conditions of this Contract.

9.2 Independent contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor 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 DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.**

9.3 Safeguarding personally identifiable information

If Contractor will or may receive personally identifiable information (PII) under this Contract, Contractor shall comply with the obligations of a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), including but not limited to: (a) implementation and maintenance of reasonable security procedures and practices that are appropriate to the nature of the PII disclosed to Contractor and reasonably designed to help protect PII from unauthorized access, use, modification, disclosure, or destruction; and (b) complying with the statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal

information in the most expedient time and without unreasonable delay. For purpose of this Contract, "PII" shall be as defined in C.R.S. § 24-73-103(1)(g).

9.4 Litigation reporting

If Contractor 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 Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

9.5 No third party beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Agreement.

9.6 Assignment

This Contract shall not be assigned by Contractor without the prior written consent of DRCOG.

9.7 Choice of law, venue, jurisdiction

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. 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 Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

9.8 E-Verify employment eligibility

Exhibit C, attached hereto and incorporated herein by reference, which requires the Contractor to use the E-Verify program to verify the employment eligibility of all employees assigned to the Agreement and all new hires. If Contractor uses one or more subcontractors to provide services under the Agreement, Contractor shall include the language set forth in **Exhibit C** in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

9.9 CORA disclosure

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

9.10 Colorado law for persons with disabilities

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract 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 OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor'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.

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

9.11 Exhibits


The parties agree that this Contract is also subject to the provisions set forth in **Exhibits A, B, and C**, attached hereto and incorporated herein by reference

9.12 Authority

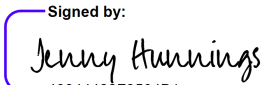
The undersigned signatories of Contractor represent that they have been duly authorized to execute this Contract and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 12 day of August, 2025.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

By: 
Douglas W. Rex
Executive Director

ATTEST:

By: 
Jenny Hunnings
Director, Administration and Finance

DOUGLAS COUNTY GOVERNMENT

By: 
Abe Laydon
Douglas County Commissioners

ATTEST:

By: 
Hayley Hall
Clerk to the Board



Exhibit A: Scope of work**Agency Information****Organization Name:** Douglas County Government**Organization URL:**
<https://www.douglas.co.us/>**Doing Business As:** Department of Community Development**Agency Director:** George Teal**Address:** 100 Third Street Castle Rock, CO 80104**Agency Director Phone:** (303) 660-7401**Phone:** 303-814-4374**Agency Director Email:**
BOCC@douglas.co.us**Unique Entity ID:** LXE5XEA44AH6**Approved Indirect Rate w/Base:** Not Applicable

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

Project Term Date: July 1, 2025 – June 30, 2026**Primary Contact****Primary Contact Name:** Allison Cutting**Primary Contact Email:** acutting@douglas.co.us**Primary Contact Phone:** 303-814-4374**Grant General Information****Title of Proposal:** Douglas County DRCOG 5310 Mobility Management 2025-2026**Purpose**

The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Federal Transit Administration Section 5310. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	\$270,747.00
Total Cash Match	\$67,687.00
Total In-kind Match	\$ 0.00
Total State Part E Match	\$ 0.00
Total Estimated Program Income	\$ 0.00
Total Revenue (Less Program Income)	\$338,434.00

Appropriations

Service	Project Number	CFDA	Description	Amount
Mobility Management	402025	20.513	Federal Transit Administration – Section 5310	\$270,747.00

Service: Mobility Management

Service Description

Douglas County uses a multifaceted approach to increase transportation options for older adults and individuals with disabilities through a strategic and collaborative program. Douglas County transportation includes a broad range of service options designed to meet the needs of older adults and people with disabilities who require various transportation services to ensure quality of life and access to employment. This program supports transportation services to meet the special needs of older adults and disabled populations in the regions of Douglas County within the Denver-Aurora UZA.

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	\$270,747.00
Cash Match	\$67,687.00
In-kind Match	\$0.00
State Part E Match	\$0.00
Estimated Program Income	\$0.00
Total Revenue (Less Program Income)	\$338,434.00

Expenses

Expense Category	Amount
Personnel	\$77,034.00
Travel	\$0.00
Equipment	\$0.00
Contractual Services	\$261,400.00
Supplies	\$0.00
Indirect	\$0.00
Other Expenses	\$0.00
Total Expenses	\$338,434.00

Milestones

Service	Milestones	Estimated Date of Completion
Mobility Management	Service Start Date	7/1/2025
Mobility Management	Service End Date	6/30/2026
Mobility Management	Submit final Program Report	7/15/2026
Mobility Management	Submit Final Reimbursement Request	7/15/2026

Exhibit B: Terms and conditions for Section 5310 funding

The provisions of this Exhibit are required because this Contract is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

Article 1 - Ethics, political activity, disqualification, and criminal activity

- (a) Standards of Conduct. Contractor agrees that it will establish and maintain written Standards of Conduct covering conflicts of interest that:
- (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract: (i) Contractor's officers, employees, board members, or agents engaged in the selection, award, or administration of any subcontract; (ii) The immediate family members or partners of those listed above; and (iii) An entity or organization that employs or is about to employ any person that has a relationship with any of the individuals listed above.
 - (2) Prohibit those individuals listed above from: (i) Engaging in any activities involving the Contractor's present or potential subcontractors at any tier, including selection, award, or administration of a subcontract in which the individual has a present or potential financial or other significant interest; and (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential subcontractor, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
 - (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above.
- (b) Lobbying Restrictions. Contractor agrees that it will not 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 Contract, 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 Contractor's proper official channels.
- (c) Trafficking in Persons.
- (1) Legal Authorities. Contractor agrees to comply with federal requirements and guidance, including: (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per U.S. OMB's direction
 - (2) Provisions Applicable to Contractor. Contractor agrees to, and assures that it will: (i) Provide Information. Inform FTA immediately of any information it receives from any source alleging

a violation of the prohibitions listed in in this Section; and (ii) Include the following provision in any subagreement it enters into with a private entity as defined above: “XXX agrees that it and its employees that participate in the Contract, may not: engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, procure a commercial sex act during the period of time that the Contract is in effect, or use forced labor in the performance of the Contract or subagreements thereunder.”

(d) Federal Tax Liability and Recent Felony Convictions.

- (1) Transactions Prohibited. (i) Contractor hereby agrees and certifies that it: (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (B) Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- (2) Flow-Down. Contractor shall flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

(e) Debarment and Suspension. Contractor 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 subcontractor 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 Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended contractors.
- (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 ensure that its subcontracts contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- (5) Contractor must not enter into a subcontract with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “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. As such, Contractor shall: (i) comply with federal debarment and suspension requirements; and (ii) reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Article 2 - Payment, audits and records

- (a) Access to Records. Contractor agrees that it will and will require each of its subcontractors to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws,

regulations, and requirements or to assure proper management of the grant as determined by FTA.

- (b) Access to the Sites of Performance. Contractor agrees to permit, and to require its subcontractors, to permit FTA to have access to the sites of performance of the Work, the Contractor and to make site visits as needed in compliance with applicable federal regulations.
- (c) Completion, Audit, Settlement, and Closeout.
 - (1) Completion. Within ninety (90) calendar days after completion or termination of the Work (or an earlier date as agreed upon by DRCOG and Contractor, the Contractor agrees to submit to DRCOG: (i) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425); (ii) A certification of expenses incurred that implement the Contract; and (iii) The necessary audit reports of its Contract.

Article 3 – Civil rights

- (a) Civil Rights Requirements Contractor agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance.
- (b) Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to, and assures that it and each subcontractor will:
 - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
 - (2) Prohibit the: (i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (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; but (ii) FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- (c) Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to, and assures that each subcontractor will:
 - (1) Prohibit discrimination based on 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 C.F.R. § 50.3; and (iii) All other applicable federal guidance that may be issued.
- (d) Equal Employment Opportunity.
 - (1) Federal Requirements and Guidance. The Contractor agrees to, and assures that each subcontractor will, prohibit discrimination based on 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) 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; (iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; (iv) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
- (2) Specifics. Contractor agrees to, and assures that each subcontractor will: (i) Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), 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) 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 C.F.R. 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.
- (e) Disadvantaged Business Enterprise. Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs) as follows:
- (1) Contractor agrees and agrees to obtain the agreement of each of its subcontractors to include the following assurance in every subcontract it signs: (A) Contractor and each subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) Contractor and each 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 subcontracts; (C) Failure by Contractor or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Contract or any subcontract, as applicable; and (D) The following remedies, or such other remedy as DRCOG deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor or subcontractor from future bidding as non-responsible
- (f) Nondiscrimination on the Basis of Sex. Contractor agrees to comply with federal prohibitions against discrimination based on sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and (3) Federal transit law, specifically 49 U.S.C. § 5332.
- (g) Nondiscrimination on the Basis of Age. Contractor agrees to comply with federal prohibitions against discrimination based on age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age; (2) U.S. Equal

Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625; (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance; (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90; and (5) Federal transit law, specifically 49 U.S.C. § 5332.

(h) Nondiscrimination on the Basis of Disability. Contractor agrees to comply with the following federal prohibitions against discrimination based on disability:

- (1) Federal laws, including: (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on 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; 58 (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.

Article 4 – Employee protections

- (a) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to

compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (b) Awards Involving Construction. The Contractor agrees to comply and assures that each subcontractor with all federal laws, regulations, and requirements providing protections for construction employees involved in each project or related activities with federal assistance, 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. 81
 - (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.
- (c) Awards Not Involving Construction. The Contractor agrees to comply and assures that each subcontractor 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.
- (d) Awards Involving Commerce. The Contractor agrees to comply and assures that each subcontractor will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided

through the Contract involving commerce, and as the Federal Government otherwise determines applicable.

- (e) 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 Contractor agrees to comply and assures that each subcontractor will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
 - (1) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Contractor agrees, and assures that any subcontractor 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 Contractor 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.

Article 5 – Environmental protections

- (a) General. The Contractor agrees to, and assures that its subcontractors will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- (b) National Environmental Policy Act. The Contractor agrees to, and assures that its subcontractors will:
 - (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; (ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 CFR Part 1500 – 1508; (iii) Joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622; (iv) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and (v) Other federal environmental protection laws, regulations, and requirements applicable to DRCOG or the Grant.
 - (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (i) Joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews,” January 14, 2013; (ii) Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Public Law 109-59),” 71 Fed. Reg. 66576, November 15, 2006; and (iii) Other federal environmental guidance applicable to the DRCOG or the Grant.
- (c) Environmental Justice. The Contractor agrees to, and assures that its subcontractors will, promote environmental justice by following:
 - (1) U.S. DOT Order 5610.2(a), “Department of Transportation Updated Environmental Justice Order,” 77 Fed. Reg. 27534, May 10, 2012; and
 - (2) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

- (d) Other Environmental Federal Laws. The Contractor agrees to comply or facilitate compliance, and assures that its subcontractors 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."
- (e) Use of Certain Public Lands. The Contractor agrees to comply, and assures that its subcontractors will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.
- (f) Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. For contracts in excess of \$150,000, Contractor shall 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 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (g) Solid Wastes. Contractor 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.

Article 6 - Procurement, property and equipment standards

- (a) Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided in 49 U.S.C. § 5325(a) and as determined by FTA.
- (b) Use of Real Property, Equipment, and Supplies.
 - (1) Federal Interest. Contractor agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with the Work (Project property) until, and to the extent that, the Federal Government removes its federal interest.
 - (2) FTA Requirements and Guidance for Use of Project Property. Contractor agrees that: (i) Satisfactory Continuing Control. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition. (ii) Appropriate Use. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Contract, and consistent with other requirements FTA may impose. (iii) Delay or Failure to Use Project Property. The Federal

Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property. (iv) Notification. It will notify DRCOG and FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Scope of Work or other documents submitted in support of the Contract, or the requirements of the Contract, or it withdraws any of its Project property from appropriate use. (v) FTA Guidance. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

- (3) General Federal Requirements. Contractor agrees to comply with the applicable U.S. DOT property management provisions as provided in applicable U.S. DOT regulations. Contractor also agrees to follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in the Master Agreement and FTA guidance.
- (4) Maintenance. As provided in federal laws, regulations, requirements, and guidance, the Contractor agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630.
- (5) Property Records. Contractor agrees to keep satisfactory records of its use of its Project property, and, upon request, it will provide FTA the necessary information required to assure compliance with the Master Agreement.
- (6) Incidental Use. (i) Contractor agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance. (ii) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if: (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Contract; (b) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment; (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and (d) Private entities pay all applicable excise taxes on fuel.
- (7) Encumbrance of Project Property. Absent the express consent of the Federal Government in writing, Contractor agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows: (i) Written Transactions. Contractor agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the Project property. Upon request, the Contractor will provide a copy of any document described above to FTA. (ii) Oral Transactions. Contractor agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property. (iii) Other Actions. Contractor agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

- (8) Useful Life of Project Property. Contractor agrees that: (i) Determining the Useful Life. FTA may establish the useful life of Project property; (ii) Required Use. It will use its Project property continuously and appropriately throughout the useful life of that property; (iii) Expired Useful Life. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements; and (iv) Premature Withdrawal. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated based on straight line depreciation (including Project equipment acquired by a state). Therefore, if the Contractor withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss. (a) Amount of Federal Interest. The federal interest in the Contractor's or any of its subcontractors' Project property will be determined based on the ratio of the federal assistance provided for that property to the actual cost of that property. (b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Contractor agrees that if its Project property is prematurely withdrawn from appropriate use: (A) It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government; or (B) With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

Article 7 – Charter service, motor carrier safety

- (a) Prohibitions. The Contractor agrees that neither it nor any subcontractor 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 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 Contractor uses that federal assistance for FTA program purposes only.
- (c) Violations. If Contractor or any subcontractor 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 a subcontractor from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.
- (d) Financial Responsibility. The Contractor agrees to comply and assures that its subcontractor will comply with the economic and insurance registration requirements of the:
- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and
 - (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Contractor must obtain to the highest amount required by any state in which the public transportation provider operates, if

it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

- (e) U.S. FMCSA Requirements. The Contractor agrees to comply and assures that its subcontractors will comply with: (1) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 CFR Parts 390 – 397, to the extent applicable; and (2) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 CFR Part 383, 90 and “State Compliance with Commercial Driver’s License,” 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 CFR Part 382, and implementing federal guidance, to the extent applicable.
- (f) Alcohol Misuse and Prohibited Drug Use.
 - (1) Requirements. The Contractor agrees to comply and assures that its subcontractors 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. If FTA determines that the Contractor or subcontractor 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 Contractor or subcontractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Article 8 – Disputes, breaches, defaults, and litigation

- (a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Contract 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 Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor is located. The Contractor must include a similar notification requirement in its subcontracts and must require each subcontractor to include an equivalent provision in its subcontracts 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 Grant or the Contract, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Article 9 – Miscellaneous

- (a) Rights to Inventions Made Under a Contract or Agreement. If the Contract involves the performance of experimental, developmental, or research work and the Contractor wishes to enter into a contract 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 Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (b) Architectural Engineering and Related Services. If the Contract involves architectural engineering or related services, the Contractor agrees to comply and assures that each of its subcontractors will comply with 49 U.S.C. § 5325(b).
- (c) Veterans Preference. As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
- (d) Patent Rights. Contractor agrees that: (1) Its rights and responsibilities in any 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 the Contractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Contractor 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.
- (e) Rights in Data and Copyrights.
 - (1) Definition of “Subject Data.” As used in this section, “subject data” means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract. 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.
 - (2) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract: (i) Prohibitions. Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so. (ii) Exceptions. The prohibitions do not apply to publications or reproductions for Contractor’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.
 - (3) Federal Rights in Data and Copyrights. Contractor agrees that: (i) 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 (ii) U.S. DOT Public Access Plan – Copyright License. Contractor 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. Contractor 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.

- (f) Special Provision for Promoting Covid-19 Safety; Compliance with CDC Mask Order. (1) The Contractor agrees that it will comply, and will require all subcontractors to comply with the Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"). One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." Contractor agrees that it will comply, and will require all subcontractors to comply, with the CDC Mask Order. (2) Enforcement for non-compliance. The Contractor agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including: (i) Enforcement actions authorized by 49 U.S.C. § 5329(g); (ii) Referring the Contractor to the CDC or other Federal authority for enforcement action; (iii) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (iv) Any other enforcement action authorized by Federal law or regulation.

Exhibit C: E-Verify federal contractor rule employment eligibility verification

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply that is—
 - i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
 - i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
 - iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar

- days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - i. All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
 - (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
 - (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
 - (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.



Certificate Of Completion

Envelope Id: E3098F6C-79ED-474F-B4DD-126A160C3C8D		Status: Sent
Subject: Complete with Docusign: Contract_Prep_Form_Douglas_County_5310_Mobili.pdf		
Source Envelope:		
Document Pages: 27	Signatures: 2	Envelope Originator:
Certificate Pages: 6	Initials: 0	Andrew Mcelhinney
AutoNav: Enabled	Stamps: 1	100 Third St.
Envelopeld Stamping: Enabled		Castle Rock, CO 80104
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		amcelhinney@douglas.co.us
		IP Address: 20.236.201.103

Record Tracking

Status: Original	Holder: Andrew Mcelhinney	Location: DocuSign
7/16/2025 2:10:39 PM	amcelhinney@douglas.co.us	

Signer Events

Signer Events	Signature	Timestamp
Amy Williams awilliam@douglas.co.us Paralegal Douglas County Colorado Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	Completed Using IP Address: 67.135.162.224	Sent: 7/16/2025 2:24:08 PM Viewed: 7/16/2025 2:30:23 PM Signed: 7/16/2025 2:39:44 PM
Jennifer Eby jeby@douglas.co.us Assistant Director of Community Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	Completed Using IP Address: 67.135.162.224	Sent: 7/16/2025 2:39:45 PM Viewed: 7/16/2025 2:40:38 PM Signed: 7/16/2025 2:41:22 PM
Arielle Denis adenis@douglas.co.us Assistant County Attorney Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	Completed Using IP Address: 67.135.162.224	Sent: 7/16/2025 2:41:24 PM Viewed: 7/16/2025 3:20:04 PM Signed: 7/16/2025 3:20:12 PM
Megan Datwyler mdatwyler@douglas.co.us Risk Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/16/2025 3:20:40 PM ID: fc392720-d767-465d-aec3-f1114943786c	Completed Using IP Address: 67.135.162.224	Sent: 7/16/2025 3:20:13 PM Viewed: 7/16/2025 3:20:40 PM Signed: 7/16/2025 3:21:33 PM
Craig Kronhart ckronhart@douglas.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	Completed Using IP Address: 67.135.162.224	Sent: 7/16/2025 3:21:34 PM Resent: 7/16/2025 3:45:51 PM Viewed: 7/16/2025 3:54:35 PM Signed: 7/16/2025 4:07:11 PM

Signer Events	Signature	Timestamp
<div>Andrew Copland</div> <div>ACopland@douglas.co.us</div> <div>Director of Finance</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via Docusign</div>	<div>Completed</div> <div>Using IP Address: 67.135.162.252</div>	<div>Sent: 7/16/2025 4:07:13 PM</div> <div>Viewed: 7/17/2025 12:10:54 PM</div> <div>Signed: 7/17/2025 12:13:05 PM</div>
<div>Douglas DeBord</div> <div>ddebord@douglas.co.us</div> <div>County Manager</div> <div>Douglas County</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 7/17/2025 12:14:00 PM ID: b81fd3c4-ee17-4000-8bb5-55f019ed1be3</div>	<div>Completed</div> <div>Using IP Address: 67.135.162.224</div>	<div>Sent: 7/17/2025 12:13:08 PM</div> <div>Viewed: 7/17/2025 12:14:00 PM</div> <div>Signed: 7/17/2025 12:14:06 PM</div>
<div>Amy Williams</div> <div>awilliam@douglas.co.us</div> <div>Paralegal</div> <div>Douglas County Colorado</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via Docusign</div>	<div>Completed</div> <div>Using IP Address: 67.135.162.224</div>	<div>Sent: 7/17/2025 12:14:09 PM</div> <div>Viewed: 7/17/2025 12:15:38 PM</div> <div>Signed: 7/23/2025 11:19:45 AM</div>
<div>Abe Laydon</div> <div>alaydon@douglas.co.us</div> <div>Douglas County Commissioners</div> <div>Douglas County Government</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 7/26/2025 1:41:04 PM ID: 86b49704-0653-4943-a351-d8a2edf4dbff</div>	<div><div>Signed by:</div><div></div><div>2322EA9EBA95429...</div></div> <div>Signature Adoption: Uploaded Signature Image</div> <div>Using IP Address: 204.148.153.42</div> <div>Signed using mobile</div>	<div>Sent: 7/23/2025 11:19:46 AM</div> <div>Resent: 7/24/2025 1:35:12 PM</div> <div>Viewed: 7/26/2025 1:41:04 PM</div> <div>Signed: 7/26/2025 1:41:16 PM</div>
<div>Hayley Hall</div> <div>hhall@douglas.co.us</div> <div>Clerk to the Board</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via Docusign</div>	<div><div>DocuSigned by:</div><div></div><div>166E3E33F00249B...</div></div> <div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 67.135.162.226</div>	<div>Sent: 7/26/2025 1:41:18 PM</div> <div>Viewed: 7/28/2025 8:11:12 AM</div> <div>Signed: 7/28/2025 8:11:19 AM</div>
<div>Amy Williams</div> <div>awilliam@douglas.co.us</div> <div>Paralegal</div> <div>Douglas County Colorado</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via Docusign</div>		<div>Sent: 7/28/2025 8:11:21 AM</div> <div>Viewed: 7/29/2025 2:29:34 PM</div>
In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Allison Cutting
acutting@douglas.co.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ryan Arthur
rarthur@douglas.co.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2025 2:24:08 PM
Envelope Updated	Security Checked	7/16/2025 2:39:18 PM
Envelope Updated	Security Checked	7/16/2025 3:45:50 PM
Envelope Updated	Security Checked	7/16/2025 3:45:50 PM
Envelope Updated	Security Checked	7/17/2025 12:21:41 PM
Envelope Updated	Security Checked	7/17/2025 12:21:41 PM
Envelope Updated	Security Checked	7/17/2025 12:21:41 PM
Envelope Updated	Security Checked	7/24/2025 1:39:38 PM
Certified Delivered	Security Checked	7/29/2025 2:29:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Douglas, CO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Douglas, CO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joleson@douglas.co.us

To advise Carahsoft OBO County of Douglas, CO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joleson@douglas.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Douglas, CO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to joleson@douglas.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Douglas, CO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to joleson@douglas.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Douglas, CO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Douglas, CO during the course of your relationship with Carahsoft OBO County of Douglas, CO.

EXHIBIT 3 – WRITTEN ASSURANCE OF COMPLIANCE WITH SECTION 504 AND NON-DISCRIMINATION ON THE BASIS OF DISABILITY

Sub Grantee hereby represents and warrants that it will comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and that it will not discriminate against any person on the basis of disability.

AGING RESOURCES OF DOUGLAS COUNTY

Sub Grantee

By (Signature)

Title

Address

City, State, Zip Code

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____,

_____ by _____.
(Name of Signatory)

My commission expires: _____

Witness my hand and official seal

Notary Public

**EXHIBIT 4 – DOUGLAS COUNTY COMMUNITY SERVICES OF CARE AUTHORIZATION
FOR RELEASE OF INFORMATION**

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

Termination of Consent

This consent may be terminated at any time by providing written notice to **[insert agency name]** by email at **[insert agency email address]** or by delivering a written termination of consent to **[insert agency address]**. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to _____ days.

Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

**EXHIBIT 5 – DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE USER
CONFIDENTIALITY AGREEMENT**

**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF
CARE
User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

Printed Name

Date

Signature

Agency

EXHIBIT 6 – RECOMMENDED PRACTICES FOR PROTECTING PERSONAL DATA

Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact CRSgrants@douglas.co.us to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.