

Subgrantee Agreement Staff Report

Date: July 16, 2026

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 between Douglas County and Castle Rock Senior Activity Center in the amount of \$216,125.**

Board of County Commissioners' Business Meeting

July 28, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of the 2026-2027 Colorado Department of Transportation (CDOT) Multimodal Option Program Funds (MMOF) Subgrantee Agreement (Agreement) for transportation services between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of \$216,125. This Agreement will provide approximately 5,842 one-way trips to enhance the mobility of older adults and people with disabilities.

II. REQUEST

Staff requests approval of the 2026-2027 CDOT MMOF Agreement for transportation services between Douglas County and CRSAC in the amount of \$216,125.

III. BACKGROUND

The Board of County Commissioners (BCC) approved the 2026-2027 CDOT MMOF contract 26-HTR-ZL-00184 for operating expenses during the June 23, 2026 Business Meeting. Douglas County subgrants funds to local organizations to provide direct services. CRSAC submitted an application in response to the County's call for transit service projects and was selected for funding.

IV. DISCUSSION

This Agreement will allow CRSAC to provide approximately 5,842 one-way trips to enhance the mobility of older adults and people with disabilities. Services are available to residents throughout Douglas County. The period of performance will be from July 6, 2026, through June 30, 2027.

V. RECOMMENDED ACTION

Staff recommends approval of the 2026-2027 CDOT MMOF Agreement for transportation services between Douglas County and CRSAC in the amount of \$216,125 as it complies with all federal, state, and County approval standards and policies.

<u>ATTACHMENTS</u>	<u>PAGE</u>
2026-2027 CRSAC CDOT MMOF Subgrantee Agreement	3

SUBGRANTEE AGREEMENT CRSAC TRANSIT SERVICES AND CALL CENTER

Project Title CRSAC Transit Services	Agreement Number 26-HTR-ZL-00184		
Grantee Castle Rock Senior Activity Center (CRSAC)	Agreement Performance Beginning Date July 6, 2026		
Grantee Unique Entity ID: N3TLGNKFSLR1	Agreement Performance Expiration Date June 30, 2027		
Grant Maximum Amount: \$216,125	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: 1. Exhibit 1, Scope of Work and Conditions 2. Exhibit 2, CDOT MMOF Agreement 26-HTR-ZL-00184 3. Exhibit 3, Title VI – Civil Rights 4. Exhibit 4, Authorization for Release of Information 5. Exhibit 5, Generic Confidentiality Agreement 5. Exhibit 6, 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: 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%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> For Douglas County: Ryan J. Arthur 100 Third Street Castle Rock, CO 80104 transit@douglasco.gov </td> <td style="width: 50%; vertical-align: top;"> For Grantee: Debbi Haynie 2323 Woodlands Boulevard Castle Rock, CO 80104 dhaynie@CRgov.com </td> </tr> </table>		For Douglas County: Ryan J. Arthur 100 Third Street Castle Rock, CO 80104 transit@douglasco.gov	For Grantee: Debbi Haynie 2323 Woodlands Boulevard Castle Rock, CO 80104 dhaynie@CRgov.com
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SUB GRANTEE GRANT AGREEMENT

Transit Services

THIS SUB GRANTEE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between The Board of County Commissioners of the County of Douglas, State of Colorado ("County") and CASTLE ROCK SENIOR ACTIVITY CENTER ("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 State of Colorado grant awarded by the Colorado Department of Transportation ("CDOT"), is able to receive and dispense federal funds upon reimbursement from CDOT.
2. The County received a grant award of \$328,210 ("CDOT Multimodal Transportation and Mitigation Options Fund (MMOF) Grant Funds") on behalf of the Sub Grantee's and other recipients' request from CDOT, pursuant to Agreement Number 26-HTR-ZL-00184.
3. This Agreement is intended to memorialize the terms under which the Sub Grantee is to receive a portion of the CDOT MMOF 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 and Conditions"), 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 Colorado Department of Transportation 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 and Conditions 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 shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or

regulations. In any contract utilizing federal funds, land, or other federal aid, Douglas County shall require its subrecipients and/or contractors to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

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 and Conditions activities during the Project Activity Period as specified in **Exhibit 1**.

2.02 Eligibility of Costs. All expenses are subject to CDOT 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
- ***Federal Fiscal Management: Award Management Requirements***, FTA Circular 5010.1E Chapter VI

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

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Estimated Project Amount. The total estimated budget of this Scope of Work is **\$216,125**.

3.02 Maximum Grant Amount. The County awards to Sub Grantee a grant of up to **two hundred sixteen thousand one hundred twenty-five dollars \$216,125** (the "Maximum Grant Amount") to complete approximately **5,842 one-way trips** as outlined in the Scope of Work. 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 CDOT. 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 CDOT or FTA.

Following the County's review and approval of the Sub Grantee's reimbursement request, and CDOT'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 CDOT 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 CDOT. 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 CDOT. If such funds or any part thereof are not received from CDOT, 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 CDOT.

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. Three (3) 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 and Conditions 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, CDOT 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 CDOT 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 meetings related to the project as requested by the County. 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 requirements.

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

5.02 Term. The term of this Agreement shall extend from **July 6, 2026**, 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 July 6, 2026.

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@douglasco.gov

The Sub Grantee:

Name:	Debbi Haynie
Title:	Executive Director
Mailing Address:	2323 Woodlands Blvd., Castle Rock, CO 80104
Phone:	(720) 733-4488
Email:	dhaynie@CRgov.com

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 constructed 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.
- ***Federal Fiscal Management: Award Management Requirements***, FTA Circular 5010.1E Chapter VI

The foregoing are incorporated by reference into this Agreement. Sub Grantee acknowledges that the 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 CDOT, 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 CDOT 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 CDOT MMOF 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 Dispute Resolution. Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Douglas County for resolution.

8.08 Indemnification. Sub Grantee assumes liability for and agrees to defend, indemnify, and hold harmless the County and CDOT, 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 Colorado Department of Transportation 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 10 of Exhibit 2 along with this signed Agreement.

8.10 Acknowledgement. Sub Grantee shall appropriately acknowledge the grant

assistance made by the County and CDOT 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 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 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, Section 17(K) of Exhibit 2 hereto, entitled "Public Contracts for Services." 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 Section 17(K) 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 Extension of Provisions. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Subgrantee, its heirs, legal representations, successors, and assigns.

8.15 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.

8.16 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 CDOT MMOF 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 Section 17(E) of Exhibit 2 hereto.
- 9.02 Incorporation of CDOT Requirements.** The Sub Grantee agrees to comply with all CDOT 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 CDOT 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 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: (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.

9.07 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.

9.08 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.

9.09 No Federal Obligation. This grant is financed by state and/or federal funds administered by CDOT. 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.

George Teal
Chair, Board of County Commissioners

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Director of Community Services

Date: _____

Douglas J. Debord
County Manager

Date: _____

Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

Arielle J. Denis
Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Christie Guthrie
Director of Finance

Date: _____

CASTLE ROCK SENIOR ACTIVITY CENTER

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
CASTLE ROCK SENIOR ACTIVITY CENTER (“Sub Grantee”), CDOT MMOF Grant Program
– Douglas County Transit Services

Period of Performance	July 6, 2026 – June 30, 2027
Title of Project	CRSAC Transit Services
Project Description	Multimodal Transportation and Mitigation Options Fund (MMOF) Transportation Services for Enhanced Mobility of Seniors and Individuals with Disabilities
Awarding Agency	Colorado Department of Transportation (CDOT)
Funding Source	State
CFDA Number	Not Applicable

A. Program Description

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 transportation in Douglas County through better coordination of current services available and an increase in transportation opportunities.

Sub Grantee will provide transit services for aging and disabled residents through on-demand transportation. Goals will be to enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs. Improvements will also work towards encouraging mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

C. Project Budget

1. The twelve-month (12) net cost for this project is estimated to be and will be allocated as follows:

Net Project Costs (July 6, 2026 – June 30, 2027):	\$216,125
Estimated Number of One-Way Trips to be Performed:	5,842

2. Project costs must not exceed the Maximum Grant Amount of **\$216,125**.
3. Sub Grantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses Sub Grantee from CDOT funds for eligible, actual costs. If the final, actual project cost is less than the Maximum Grant Amount of **\$216,125 for transportation trips**, 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. 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:	July 6, 2026 – June 30, 2027
Approximate Trips to be Provided	5,842

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 older adults and persons with disabilities to utilize transportation services provided by the Sub Grantee.

F. 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. 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.
3. 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@douglasco.gov, 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@douglasco.gov, 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.
4. 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.

5. 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.

G. 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.
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Provide an average of 487 trips per month from July 6, 2026 – June 30, 2027.

H. Special Conditions

1. Sub Grantee must obtain County and CDOT approval if CDOT MMOF 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 CDOT if the County or CDOT requests them. The records may include the number of vehicle accidents within certain time frames as requested by the County or CDOT, 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 – CDOT MMOF Agreement 26-HTR-ZL-00184 WITH DOUGLAS COUNTY

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Grantee
Douglas County Government

Grant Agreement Amount
Initial Term
MMOF-S Funds Maximum Amount

\$328,210.000

Total for all Agreement Terms

\$328,210.000

Agreement Number/PO Number
26-HTR-ZL-00184 / 491004193

Agreement Performance Beginning Date
The Effective Date

Initial Agreement Expiration Date
June 30, 2027

Fund Expenditure End Date
June 30, 2027

Agreement Authority
Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB18-001, SB17-228 and SB17-267.

Agreement Purpose

The purpose of this Grant is for CDOT to disburse MMOF-S Program Funds to Grantee to conduct work within the provisions of this Grant.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work and Budget.
2. Exhibit B, Sample Option Letter.
3. Exhibit C, Title VI-Civil Rights.

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

1. Exhibit C, Title VI-Civil Rights.
2. Colorado Special Provisions in §17 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work and Budget.
5. Executed Option Letters (if any).

Principal Representatives

For the State:
Jimmy Bath
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
jimmy.bath@state.co.us

For Grantee:
Ryan Arthur
Douglas County Government
100 Third Street
Castle Rock, CO 80104-2425
rarthur@douglas.co.us

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

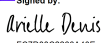
SUBRECIPIENT**Douglas County Government**

By: 
DocuSigned by:
Jennifer Eby
F0B9C6F4F2C045B...

Name: Jennifer L. Eby

Title: Director of Community Services

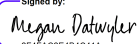
Date: 6/30/2026**2nd Subrecipient Signature**

By: 
Signed by:
Arielle Denis
FC7D88C7286A40E...

Name: Arielle Denis

Title: Assistant County Attorney

Date: 6/30/2026**3rd Subrecipient Signature**

By: 
Signed by:
Megan Datwyler
2F4FAC2E4B4C41A...

Name: Megan Datwyler

Title: Risk Manager

Date: 6/30/2026**4th Subrecipient Signature**

By: 
Signed by:
Christie Guthrie
C371FCD771FC4CD...

Name: Christie Guthrie

Title: Assistant Director of Finance

Date: 7/1/2026**5th Subrecipient Signature**

By: 
Signed by:
Doug Debord
EB22981118E544C...

Name: Douglas Debord

Title: County Manager

Date: 7/1/2026**6th Subrecipient Signature**

By: 
Signed by:
George Teal
E8CD1459243140B...

Name: George Teal

Title: Chair, Board of County Commissioners

Date: 7/2/2026**7th Subrecipient Signature**

By: 
DocuSigned by:
Hayley Hall
168E3E3F00249B...

Name: Hayley Hall

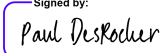
Title: Clerk to the Board

Date: 7/6/2026

Contract: 26-HTR-ZL-00184 / PO: 491004193

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

LEGAL REVIEW
Philip J. Weiser, Attorney General

Signed by:

By: 34D3DDA9B5E340B...

N/A
By: Assistant Attorney General

Name: Paul DesRocher

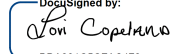
Date: _____

Title: DTR Director

Date: 7/6/2026

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

By: BDA801C5CFAC478...
By: Department of Transportation

Effective Date: 7/6/2026

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

F. Grantee's Termination Under State Requirements

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S., at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in Exhibit A.
- D. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.
- F. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Grantee's Work that is intended to be delivered by Grantee.
- G. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- H. **"End of Term Extension"** means the time period defined in §2.D.
- I. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- J. **"Extension Term"** means the time period defined in §2.C.
- K. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- M. **"Grant Maximum Amount"** means an amount equal to the total of Grant Funds for this Agreement.
- N. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i)

successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- O. **"Initial Term"** means the time period defined in §2.B.
- P. **"Matching Funds"** (Local Funds) means the funds provided by Grantee as a match required to receive the Grant Funds.
- Q. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- R. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- S. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- T. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. **"State Records"** means any and all State data, information, and records, regardless of physical form.
- X. **"Subcontractor"** means any third party engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.
- Y. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.
- Z. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Grant Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall,

however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. If Grantee is a public entity, Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

- i. Any costs incurred by Grantee prior to the Effective Date shall not be reimbursed.
- ii. The State shall reimburse Grantee's allowable costs, not exceeding the Grant Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Grantee may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the Grant Maximum Amount of this Agreement or the Grant Maximum Amount for any State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:
 - a. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
 - b. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred.)
- iv. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantee shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

7. GRANTEE RECORDS**A. Maintenance**

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

B. Inspection

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

C. Monitoring

The State and any other duly authorized agent of the State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST**A. Actual Conflicts of Interest**

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Grantee employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Grantee shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Grantee may also be subject to such penalties as are allowed by law.**10. INSURANCE**

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

A. Workers' Compensation

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

B. General Liability

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

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

iv. \$50,000 any 1 fire.

C. Automobile Liability

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

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within 7 days of Grantee's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

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

L. Certificates

For each insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement prior to the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Agreement

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

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

B. Grantee's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement

Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES and REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

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

C. Exclusive Property of Grantee

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without providing notice to the State. The State may reject any such Subcontractor, and Grantee shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Accessibility

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be

null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

K. PUBLIC CONTRACTS FOR SERVICES. §8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Grantee has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If

Grantee participates in the Department program, Grantee shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A: STATEMENT OF WORK AND CONDITIONS

Project Description	2026-MMOF: Mobility Management (DRCOG HST Set Aside)		
Project End Date	June 30, 2027		
Subrecipient	Douglas County	UEID #	LXE5XEA44AH6
Contact Name	Ryan Arthur	Vendor #	2000062
Address	100 Third Street Castle Rock, CO 80104-2425	Phone #	(303) 814-4317
Email	rarthur@douglasco.gov	Indirect Rate	N/A
WBS*	27349.10.50	ALI	11.7L.00
Total Project Budget	\$656,420.00		
State MMOF Funds (at 50% or less)	\$328,210.00		
Local Funds (at 50% or more)	\$328,210.00		
Total Project Amount Encumbered via this Grant Agreement	\$328,210.00		

*The WBS numbers may be replaced without changing the amount of the grant at CDOT’s discretion.

A. Project Description

Douglas County shall use 2026 MMOF funds, along with local matching funds, to perform all project activities described as follows:

1. The Mobility Management team will manage and deliver coordinated transportation services to older adults and people with disabilities within the following described service area: throughout Douglas County, Colorado.
2. The Mobility Management team shall only perform mobility management activities typically allowed under FTA Section 5310, such as:
 - a. Operating transportation brokerages to coordinate service providers;
 - b. Coordinating transportation services;
 - c. Supporting local partnerships that coordinate transportation services;
 - d. Staffing for the development and implementation of coordination plans;
 - e. Providing travel training and trip planning activities; and/or
 - f. Developing and operating traveler call centers.

This funding is provided to support the services described above from the date of execution of this Grant Agreement through June 30, 2027.

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	Monthly
Submit Final Reimbursement Request in COTRAMS	6/30/2027
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: June 30, 2027.	

2. Performance will be reviewed throughout the duration of this Grant Agreement. Douglas County shall report to the CDOT Project Manager whenever one or more of the following occurs:
 - a. Budget or schedule changes;
 - b. Scheduled milestone or completion dates are not met;

- c. Identification of problem areas and how the problems will be resolved; and/or
- d. Expected impacts and the efforts to recover from delays.

3. Douglas County shall participate in Local and/or Regional Coordinating Councils.

C. Project Budget

1. The Total Project Budget is \$656,420.00. CDOT will pay no more than 50% of the eligible, actual project costs, up to the maximum amount of \$328,210.00. CDOT will retain any remaining balance of the state share of MMOF Funds. Douglas County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from MMOF Funds for the state share of eligible, actual costs. For CDOT accounting purposes, the MMOF Funds of \$328,210.00 will be encumbered for this Grant Agreement.
2. No refund or reduction of the amount of Douglas County's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.
3. Douglas County may use eligible federal funds for the Local Funds share. Douglas County's share, together with the State MMOF Funds share, shall be enough to ensure payment of the Total Project Budget.
4. Per the terms of this Grant Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer MMOF funds for this project under the terms of this Grant Agreement, provided that the state share of MMOF funds to be administered by CDOT are made available and remain available. Douglas County shall initiate and prosecute to completion all actions necessary to enable Douglas County to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

D. Allowable Costs

Douglas County shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

E. Reimbursement Eligibility

1. Douglas County shall submit reimbursement requests monthly via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.
2. Douglas County shall not submit request for reimbursement more than once per month. Reimbursement requests must be within the limits of this Grant Agreement. Douglas County will be reimbursed based on the ratio of the MMOF Funds share as set forth in the Project Budget above.
3. Douglas County shall submit the final reimbursement request to CDOT within sixty (60) calendar days of June 30, 2027 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of issuance of the final reimbursement payment.

F. Restrictions on Lobbying

Douglas County is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

G. Special Conditions

1. Douglas County shall comply with all requirements imposed by CDOT on Douglas County so that the state award is used in accordance with state statutes, regulations, and the

terms and conditions of the state award.

2. Douglas County shall permit CDOT and their auditors to have access to Douglas County's records and financial statements as necessary, with reasonable advance notice.
3. Except as provided in this Grant Agreement, Douglas County shall not be reimbursed for any purchase, issued purchase order, or leased capital equipment prior to the execution of this Grant Agreement.
4. Douglas County shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.
5. Douglas County shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.
6. Douglas County shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CDOT upon request.
7. Douglas County shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for transit grant subrecipients.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency

Department of Transportation

Grantee

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

Current Agreement Maximum Amount

Initial Term

FASTER Funds Maximum Amount

State Fiscal Year [20xx] [\$0.00]

Extension Terms

State Fiscal Year [20xx] [\$0.00]

State Fiscal Year [20xx] [\$0.00]

State Fiscal Year [20xx] [\$0.00]

State Fiscal Year [20xx] [\$0.00]

Local Funds [\$0.00]

Total for All Agreement Terms [\$0.00]

Option Letter Number

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

Original Agreement Number

[Insert CMS number or Other Contract Number of the Original Contract]

Option Agreement Number

[Insert CMS number or Other Contract Number of this Option]

Agreement Performance Beginning Date

[Month, Day, Year]

Current Agreement Expiration Date

[Month, Day, Year]

1. OPTIONS:

A. Option to extend for an Extension Term

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

Department of Transportation

Shoshana M. Lew, Executive Director

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

By: _____
Department of Transportation

Option Effective Date: _____

EXHIBIT C, TITLE VI - CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Grantee") agrees as follows:

- (1) **Compliance with Regulations:** The Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (2) **Nondiscrimination:** The Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subgrantees, including procurements of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
- (4) **Information and Reports:** The Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Grantee under the Agreement until the Grantee complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

EXHIBIT 3 – TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

The Parties shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability. During the performance of this Agreement, the Sub Grantee, for itself, its assignees and successors in interest (hereinafter referred to as the "Sub Grantee") agrees as follows:

1. **Compliance with Regulations:** The Sub Grantee shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Sub Grantee, with regard to the Work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Sub Grantees, including procurements of materials and leases of equipment. The Sub Grantee shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subgrantees, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Sub Grantee for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subgrantee or supplier shall be notified by the Sub Grantee of the Sub Grantee's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. **Information and Reports:** The Sub Grantee shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Colorado Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Sub Grantee is in the exclusive possession of another who fails or refuses to furnish this information the Sub Grantee shall so certify to the Colorado Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Sub Grantee's noncompliance with the nondiscrimination provisions of this Agreement, the Colorado Department of Transportation shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Sub Grantee under the Agreement until the Sub Grantee complies, and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Sub Grantee shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Sub Grantee shall take such action with respect to any subcontract or procurement as the Colorado Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event a Sub Grantee becomes involved in, or is threatened with, litigation with a subgrantee or supplier as a result of such direction, the Sub Grantee may request the Colorado Department of Transportation to enter into such litigation to protect the interests of the Colorado Department of Transportation.

**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, through 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 Services. 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 CSgrants@douglasco.gov to leverage Douglas County cyber security professional expertise in the identification of potential incidents or other educational correspondence.