

Subgrantee Agreement Staff Report

Date: March 31, 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 a vehicle purchase between Douglas County and Sky Cliff Center in the amount of \$132,732.**

Board of County Commissioners' Business Meeting

April 14, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The request is for approval of the 2026 Sky Cliff Center Accessible Transit Vehicle Subgrantee Agreement (Agreement) between Douglas County and Sky Cliff Center for the purchase of one vehicle in the amount of \$132,732. The vehicle will support transportation services for older adults and people with disabilities. The total project cost is \$132,732, including \$66,366 in Denver Regional Council of Governments (DRCOG) Human Service Transportation (HST) grant funds and a required agency match of \$66,366 provided by Sky Cliff Center. No County funds are required.

II. REQUEST

Staff requests approval of the 2026 Sky Cliff Center Subgrantee Agreement for a vehicle purchase between Douglas County and Sky Cliff Center in the amount of \$132,732.

III. BACKGROUND

The Board of County Commissioners approved the 2026 DRCOG HST Contract EX26001 for vehicle purchases at its Business Meeting on January 27, 2026. Douglas County subgrants funds to local organizations. Sky Cliff Center responded to the County's 2024 call for transit services projects to purchase a replacement vehicle and was selected for funding.

IV. DISCUSSION

This Agreement will allow Sky Cliff Center to purchase one replacement Americans with Disabilities Act (ADA) compliant vehicle to support transportation services for older adults and people with disabilities in Douglas County. Total project cost is \$132,732, consisting of \$66,366 in DRCOG HST grant funds and a required agency match of \$66,366 provided by Sky Cliff Center. No County funds are required.

V. RECOMMENDED ACTION

Staff recommends the 2026 Sky Cliff Center Subgrantee Agreement for a vehicle purchase between Douglas County and Sky Cliff Center in the amount of \$132,732 be approved as it complies with all federal, state, and county approval standards and policies.

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SUBGRANTEE GRANT AGREEMENT
Accessible Transit Vehicle Grant

THIS SUBGRANTEE 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 SKY CLIFF CENTER (“Subgrantee”), each acting by and through its duly authorized officers.

WHEREAS:

1. Subgrantee submitted a written request for grant funds to the County with a proposal to purchase an Americans with Disabilities Act (ADA) accessible transit vehicle for purposes of providing transportation services to assist the transportation needs of elderly individuals and individuals with disabilities (“Application”), which contemplates the execution of an agreement to implement the project.
2. The County, acting in its role as a grantee for a Federal Transit Administration (“FTA”) 5310 grant awarded by the Denver Regional Council of Governments (“DRCOG”), is able to receive and dispense federal funds upon reimbursement from DRCOG.
3. Consistent with the requirements of 49 U.S.C. § 5310 and the local processes, the County submitted an application for local assistance, which included the Subgrantee project described herein.
4. The County received a grant award of \$137,590 (“DRCOG 5310 Grant Funds”) on behalf of the Subgrantee’s and other recipients’ request from DRCOG, pursuant to Contract Number EX26001 Project Number 422025.
5. This Agreement is intended to memorialize the terms under which the Subgrantee is to receive a portion of the DRCOG 5310 Grant Funds.

NOW, THEREFORE, the County and the Subgrantee agree as follows:

I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS

1.01 Scope of Work. The Subgrantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2**, the Agreement by and Between the Denver Regional Council of Governments and Douglas County Government attached hereto and incorporated herein. The Scope of Work describes the activities to be completed by the Subgrantee 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 Subgrantee receives written approval from the County.

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

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

II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

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

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

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

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

III. AWARD AMOUNT, MATCH, AND PAYMENT

3.01 Estimated Project Amount. The total estimated budget of this Scope of Work is **\$132,732**. The total estimated project amount shall be allocated between Scope of Work projects as follows:

3.02 Maximum Grant Amount. The County awards to the Subgrantee a grant of up to **\$66,366** ("Maximum Grant Amount") to purchase the ADA accessible vehicle as allocated and 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 the Subgrantee in performance of the Scope of Work.**

3.03 Subgrantee Contribution. Funding of any grant funds under this Agreement shall be contingent upon Subgrantee providing a **50% contribution of \$66,366 (“Subgrantee Contribution”)** of the total estimated budget for the Scope of Work, towards the purchase of the ADA accessible vehicle. The parties acknowledge that Subgrantee Contribution provided for herein, shall be used by Subgrantee to purchase the ADA accessible vehicle.

3.04 Reimbursement Contingent on Compliance with Procurement Requirements. Reimbursement is subject to and contingent upon Subgrantee’s compliance with all terms and conditions applicable to the procurement of capital equipment set forth in the DRCOG Contract, including but not limited to Part F of Exhibit A thereto. Subgrantee represents and warrants that it will comply with DRCOG procurement procedures, as well as the Colorado Department of Transportation’s (“CDOT”) Quick Procurement Guide requirements, and any FTA procedures for purchase of the ADA accessible vehicle.

3.05 Payment of Grant. Subject to the County’s determination in its sole discretion that the Subgrantee is in compliance with this Agreement, the County shall disburse the funds for the Subgrantee subject to the terms described in Exhibit 1. Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the maximum amount of funds appropriated for this Agreement is **SIXTY SIX THOUSAND THREE HUNDRED SIXTY SIX Dollars (\$66,366)**. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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

Upon the County’s review and approval of the Subgrantee’s reimbursement request, and upon DRCOG payment, the County will distribute to the Subgrantee the approved reimbursement amount. The County may deny part or all of any reimbursement request if it 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, such payment limits in Section 3.02. **The County may withhold payment if the Subgrantee 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 Subgrantee noncompliance with this Agreement.

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

3.07 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, as defined in Section 5.01 below, shall revert back to DRCOG and/or the County, as applicable.

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

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Scope of Work Costs. All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

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

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

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

4.04 Audit Requirements. The Subgrantee 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 Subgrantee also agrees to obtain any other audits required by the County, DRCOG, or the State of Colorado. The Subgrantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." The Subgrantee agrees to provide the County's Project Manager with a report of all audits performed. The Subgrantee agrees that project closeout will not alter the Subgrantee'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 Subgrantee 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. Subgrantee agrees to permit the County and DRCOG to have access to 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. Subgrantee agrees to attend Subgrantee meetings. The Subgrantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by the Subgrantee during the term of this Agreement.

4.08 FTA Access to Records and Sites of Performance. Subgrantee 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. Subgrantee further agrees to permit FTA access to the sites of performance of the Scope of Work and to Subgrantee and to make site visits as needed in compliance with applicable federal requests.

4.09 Changed Conditions. Subgrantee shall use due diligence to achieve the milestones set forth in the Scope of Work. Subgrantee agrees to notify the County immediately of any development that has or will have a significant impact on the 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 the action taken or contemplated and any assistance needed to resolve the situation.

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

5.02 Term. The term of this Agreement shall extend from **February 24, 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 February 24, 2026.

5.03 Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing the Subgrantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Subgrantee 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 Subgrantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notice required by Section 4.08 constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Subgrantee is noncompliant with this Agreement. If the County finds that the Subgrantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Subgrantee to repay the grant funds in full or in a portion determined by the County, except that Subgrantee 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. The Subgrantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Subgrantee 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 Subgrantee'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 J. Arthur

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

The Subgrantee:

Name: Dan Novak
Title: Sky Cliff Center Executive Director
Mailing Address: 4600 E. Hwy. 86, Castle Rock, CO 80104
Phone: (303) 814-2863
Email: skycliffctr@skycliff.org

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

7.01 Federal Requirements. Subgrantee shall at all times during the term of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the Agreement.

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

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

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

7.02 DRCOG Interest-Useful Life. DRCOG maintains its share of the remaining interest upon disposition of DRCOG assisted property before the end of its useful life or for a value greater than \$5,000 after the useful life has been met.

Useful life means the minimum acceptable period a capital asset purchased with federal or state funds should be used in service. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds \$5,000.

DRCOG retains financial interest in equipment with a unit value exceeding \$5,000, and met supplies with an aggregate value exceeding \$5,000, even if useful life has been met. If equipment has met its useful life and is disposed of, Subgrantee must follow requirements to return any federal share required to be returned to the FTA.

1. Following purchase and acceptance of the Project Property, Subgrantee shall provide, to the County a "Notice of Acceptance" form, to be sent to DRCOG after County receipt and approval.
2. Subgrantee shall not dispose or otherwise release the Project Property to any other party without approval from DRCOG.
3. DRCOG shall be named as a lien holder on all vehicles purchased under this grant at the amount equal to the federal share of the total cost of the vehicle.

Subgrantee represents and warrants that it will comply with all terms and conditions set forth in the DRCOG Contract applicable to documenting and assisting in perfection of a lien in favor of DRCOG on the ADA accessible vehicle purchased under this Agreement, including but not limited to the provisions contained in Part H of Exhibit A to the DRCOG Agreement.

7.03 Assurances. Subgrantee represents and warrants that it will use the ADA accessible vehicle purchased with grant funds pursuant to this agreement for the full extent of its useful life unless the vehicle can no longer be used for its intended purpose. If the vehicle cannot be used for its intended purpose before the end of its useful life or while the vehicle has a value greater than \$5,000 after the useful life has been met and Subgrantee desires to dispose of the vehicle, whether through a sale or otherwise, Subgrantee shall first submit a written request for and obtain approval from the County prior to seeking approval and/or complying with any applicable DRCOG requirements for disposition. In the event Subgrantee obtains

written approval for early disposition of the vehicle, the proceeds shall be: (i) used to help the County's transportation program; or ii) returned to the County to be used for the County's other mobility management activities except to the extent that DRCOG otherwise determine 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 Subgrants. The Subgrantee shall not assign, subgrant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub-granting, subletting, or transferring without such consent shall be void. Any authorized assignment, subgrant, sublet, or transfer by the Subgrantee shall be subject to compliance with all terms and conditions of this Agreement including the FTA Master Agreement and Exhibits 1 and 2 hereto. Subgrantee shall be responsible for ensuring that any authorized assignee, subgrantee, sublease, 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 **Exhibit 2**, including its exhibits, to pass a criminal background check, Subgrantee 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 Subgrantee and the County. Subgrantee shall perform its duties hereunder as an independent contractor and not as an employee. **Subgrantee 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 Subgrantee or any of its employees, volunteers, and agents. Subgrantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subgrantee 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 Subgrantee, including but not limited to, Subgrantee's contractors or subcontractors.

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

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

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

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

8.11 Assurances. In addition to all other obligations contained herein, the Subgrantee 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 Subgrantee as an employer.

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

8.13 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

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

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

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

8.17 Advertising, Marketing and Promotional Materials. The Subgrantee shall not include any reference to this Agreement or services performed under this Agreement in any of Subgrantee’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. Subgrantee understands and agrees that its receipt of DRCOG 5310 Grant Funds is contingent and conditioned on its compliance with all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Without limiting the foregoing, Subgrantee agrees to comply with all applicable laws set forth in Exhibit B of **Exhibit 2** hereto.

9.02 Incorporation of DRCOG Requirements. The Subgrantee agrees to comply with all DRCOG requirements of the Contractor set forth in Exhibit 2. By signing this Agreement, the Subgrantee 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 Subgrantee 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. Subgrantee 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) Subgrantee 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) Subgrantee 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 Subgrantee or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Agreement or any subcontract, as applicable; and (D) The following remedies, or such other remedy as DRCOG and/or the County deem appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Subgrantee or subcontractor from future bidding as non-responsible.

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

- (a) All provisions, including all subparts, regarding trafficking in persons, set forth in subsection (c) in Article 1 of the 5310 Funding Conditions;
- (b) All provisions, including all subparts, regarding federal tax liability and recent felony convictions, set forth in subsection (d) in Article 1 of the 5310 Funding Conditions;
- (c) All provisions, including all subparts, regarding debarment and suspension, set forth in subsection (e) in Article 1 of the 5310 Funding Conditions;
- (d) All provisions, including all subparts, regarding access to records set forth in subsection (a) in Article 2 of the 5310 Funding Conditions;

- (e) All provisions regarding access to the sites of performance set forth in subsection (b) in Article 2 of the 5310 Funding Conditions
- (f) All provisions, including all subparts, regarding nondiscrimination in federal public transportation programs, set forth in subsection (b) in Article 3 of the 5310 Funding Conditions;
- (g) All provisions, including all subparts, regarding nondiscrimination under Title VI of the Civil Rights Act, set forth in subsection (c) in Article 3 of the 5310 Funding Conditions;
- (h) All provisions, including all subparts, regarding equal employment opportunity, set forth in subsection (d) in Article 3 of the 5310 Funding Conditions;
- (i) All provisions, including all subparts, regarding disadvantaged business enterprise, set forth in subsection (e) in Article 3 of the 5310 Funding Conditions;
- (j) All provisions, including all subparts, regarding awards involving construction, set forth in subsection (b) in Article 4 of the 5310 Funding Conditions;
- (k) All provisions, including all subparts, regarding awards not involving construction, set forth in subsection (c) in Article 4 of the 5310 Funding Conditions;
- (l) All provisions, including all subparts, regarding awards involving commerce, set forth in subsection (d) in Article 4 of the 5310 Funding Conditions;
- (m) All provisions, including all subparts, regarding public transportation employee protective arrangements, set forth in subsection (e) in Article 4 of the 5310 Funding Conditions;
- (n) All provisions regarding general compliance with environmental and resource use laws, set forth in subsection (a) in Article 5 of the 5310 Funding Conditions;
- (o) All provisions, including all subparts, regarding the National Environmental Policy Act, set forth in subsection (b) in Article 5 of the 5310 Funding Conditions;
- (p) All provisions, including all subparts, regarding environmental justice, set forth in subsection (c) in Article 5 of the 5310 Funding Conditions;
- (q) All provisions regarding other environmental federal laws, set forth in subsection (d) in Article 5 of the 5310 Funding Conditions;
- (r) All provisions regarding use of certain public lands, set forth in subsection (e) in Article 5 of the 5310 Funding Conditions;
- (s) All provisions, including all subsections, regarding charter service and motor carrier safety, set forth in Article 7 of the 5310 Funding Conditions; and
- (t) All provisions, including all subparts, regarding the special provision for promoting Covid-19 safety and compliance with the CDC Mask

9.07 Representations Regarding Debarment, Suspension. By signing this Agreement, Subgrantee 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, Subgrantee represents and warrants that it is not listed on the government-wise 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.” Subgrantee 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.

9.08 Assurance Regarding Tax Liability and Felony Convictions. Subgrantee 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. Subgrantee further agrees and certifies that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

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

9.10 No Federal Obligation. This grant is financed by state and/or federal funds administered by DRCOG. However, payments to the Subgrantee 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 Subgrantee 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:

Douglas J. DeBord
County Manager

Date: _____

Jennifer L. Eby, AICP
Director of Community Services

Date: _____

Hayley Hall
Clerk to the Board

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL CONTENT:

Arielle J. Denis
Assistant County Attorney

Date: _____

Christie Guthrie
Assistant Director of Finance

Date: _____

APPROVED AS TO RISK MANAGEMENT:

Megan Datwyler
County Risk Manager

Date: _____

EXHIBIT 1—SCOPE OF WORK AND CONDITIONS

SKY CLIFF CENTER, DRCOG HST Grant Program – Douglas County ADA Accessible Vehicle Purchase

Period of Performance February 24, 2026 – December 31, 2026

Title of Project 2026 DRCOG HST Capital
Project Description Provision of Contracted Transportation Services for Purchase of an ADA Accessible Vehicle
Federal Awarding Agency Federal Transit Administration (FTA)
CFDA Number 20.513

A. Program Description

Douglas County Transportation Services (DCTS) is a Local Coordinating Council (LCC) whose primary mission is to coordinate and enhance transportation services for transportation Douglas County residents. DCTS places an emphasis on transportation services for low- and moderate- income individuals, older adults, and people with disabilities who need access to transportation. Douglas County’s Project Manager will serve as the administrator of this program. Through this program, Subgrantee will purchase an ADA accessible vehicle to replace an existing vehicle to continue providing transportation services to Douglas County residents.

B. Project Description

This project accomplishes the goal toward improving facilitation of transportation in Douglas County through the capital purchase of an ADA accessible vehicle that will reliably provide trips to older adults and people with disabilities.

Subgrantee provides transit services for aging and disabled residents and will continue to do so after the replacement of a vehicle in their fleet that has met the end of its useful life.

C. Project Budget

1. Available funding from the DRCOG Human Services Transportation (HST) Capital grant is **\$66,366**.

DRCOG 5310 Grant Funds (February 24, 2026 – December 31, 2026):	\$66,366
Sky Cliff Provided Match Funds:	\$66,366
Total Vehicle Cost:	\$132,732

2. Subgrantee is providing \$66,366 or 50% of the funding towards the capital purchase of the ADA accessible vehicle as match.
3. Subgrantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses Subgrantee from DRCOG 5310 funds for eligible, actual costs. If the final, actual project cost is less than the Maximum Grant Amount of **\$66,366 for ADA compliant vehicle replacement** the County is not obligated to provide any more of the eligible, actual procurement costs.
4. Funds from this grant will pay for the procurement of one ADA compliant vehicle replacement for persons with various accessibility needs.
5. Subgrantee is responsible for providing reporting to Douglas County when one or more of the following occur:
 - a) Budget changes in excess of 10% of the total budget or project schedule changes.

- b) Project outcomes were not met.
 - c) Identification of problem areas and how the problems will be solved.
 - d) Expected impacts and the efforts to recover from delays.
6. Subgrantee will be required to provide quarterly progress reports to Douglas County **no later than the 5th day of the following months: April, July, October, and January**. If the 5th day falls on a weekend or holiday, the quarterly report will be due on the next business day.

D. Reimbursement Eligibility

Subgrantee 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, and shall otherwise comply with the terms of this Agreement.

E. Objectives and Milestones

Start Date	February 24, 2026
Procurement Concurrence Request Submission	June 19, 2026
Purchase Authorization Submission	July 31, 2026
Delivery of Vehicle	November 6, 2026
Inspection of Vehicle (10 Business Days after Delivery)	November 18, 2026
Notice of Acceptance Delivery	November 25, 2026
Reimbursement Request (Submitted the Month after Delivery)	December 4, 2026
Contract End	December 31, 2026

F. Special Conditions

1. Subgrantee shall maintain safety records for the entire time it possesses the ADA accessible vehicle purchased in part with DRCOG 5310 Grant Funds pursuant to this agreement. Subgrantee shall provide such records to DRCOG or to the County upon request. Such records shall include, but are not limited to: (a) dates of service and the nature of service performed on the vehicle; (ii) records of any accident(s) the vehicle is involved in, including the date of the accident and records of all damage to the vehicle; (iii) the number, dates, and extent of passenger injuries and claims; and (iv) the number dates, and extent of employee accidents, injuries, and incidents.
2. Subgrantee agrees to maintain its ADA accessible vehicle in reasonable operating order as provided in federal laws, regulations, requirements, and guidance, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630. Subgrantee will provide FTA the necessary reporting information to the National Transit Database to ensure compliance with the FTA Master Agreement.
3. Subgrantee must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.
4. **The Subgrantee shall provide certificates showing adequate insurance coverage, as required in Section 5, Exhibit 2 of the Agreement by and Between the Denver Regional Council of Governments and the Board of County Commissioners of the County of Douglas, State of Colorado with the signed Agreement.** No later than 15 days prior to the expiration date of any such coverage, Subgrantee shall deliver to the County certificates of insurance evidencing renewals thereof. Upon request by the County, at any other time during the term of this Agreement, Subgrantee, shall, within 10 days of such request supply to County evidence satisfactory to DRCOG or the State of compliance with the provisions of this Section.

EXHIBIT 2 – DRCOG HST CONTRACT EX26001 WITH DOUGLAS COUNTY

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

Authorization for Release of Information to DOUGLAS COUNTY

Applicant Name (printed): _____

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

What Disclosure You Are Authorizing

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

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

Important Information About Your Consent

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

Termination of Consent

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

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

Printed Name: _____

Signature: _____ Date: _____

Name of agency collecting this Authorization:

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

DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE
User Confidentiality Agreement

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

I am advised and aware that:

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

Printed Name

Date

Signature

Agency

EXHIBIT 6 – RECOMMENDED PRACTICES FOR PROTECTING PERSONAL DATA

Security Best Practices

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

Personal

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

Technical

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

Roles and Access

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

Incident Reporting

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

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

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

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

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