

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 24, 2026**

**COMMISSIONERS' BOARD ROOM, 2nd FLOOR OF COURTHOUSE
301 S. MAIN STREET, LAMAR, CO 81052**

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles

8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Meagan Hillman
- Public Health Work session

9:30 a.m. Abbie Campbell, Prowers County Treasurer
- Treasurer's Report

10:00 a.m. BOCC
- Updates

11:30 a.m. Karen Bryant, Prowers Medical Center CEO
- Update

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider approval of Adoption of Agenda
2. Consider approval of Payment of Bills Presented and of Voiding Checks, if any, for all County Funds and DHS Funds which include WHC and H3C Funds
3. Consider approval of February 10, 2026 Meeting Minutes
4. Consider approval of February 18, 2026 Special Meeting Minutes

PUBLIC APPEARANCES

Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

DISCUSSION

2025 Budget Discussion Coroner

DISCUSSION

Michelle Nelson, AgriTech Consulting, Michelle Hiigel, Land Use Administrator and Darla Scranton Specht, 1041 Legal Counsel
Reports and Updates

EXECUTIVE SESSION

Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with general legal counsel and 1041 legal counsel related to Tri-State’s request for a 1041 Permit.

ACTION ITEMS:

1. Consider approval of Prowers County Coroner's out of state travel to attend a training academy in March with an estimated expense of \$2,071.00.
2. Consider approval of request by GP Irrigated Farms, LLC and S-D Investments, LLC for a Certificate of Completion, for fields per the county's recommendations, noted in the letter dated January 12, 2026, full release from the requirements of the of the Amended Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by GP Irrigated Farms, LLC, S-D Investments, LLC, and Lower Arkansas Water Management Association.
3. Consider approval of additional request by GP Irrigated Farms, LLC and S-D Investments, LLC for a Certificate of Completion, for additional fields as requested by GP Irrigated Farms/S-D Investments noted in the letter dated January 12, 2026, full release from the requirements of the of the Amended Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by GP Irrigated Farms, LLC, S-D Investments, LLC, and Lower Arkansas Water Management Association.
4. Consider approval of request by GP Irrigated Farms, LLC and S-D Investments, LLC for a reduction to the Letter of Credit commitment by the Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by GP Irrigated Farms, LLC, S-D Investments, LLC, and Lower Arkansas Water Management Association. The reduction to the Letter of Credit would reflect the release of the fields per the recommendations of the county.

5. Consider approval of request by GP Irrigated Farms, LLC and S-D Investments, LLC for the reduction to the Letter of Credit commitment by the Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by GP Irrigated Farms, LLC, S-D Investments, LLC, and Lower Arkansas Water Management Association. The reduction to the Letter of Credit would reflect the release of the additional fields requested by GP Irrigated Farms, LLC and S-D Investments, LLC.
6. Consider approval to set a public hearing for March 24, 2026 regarding the amendment of the Prowers County Land Use Regulations by adding Recreational Vehicle Park regulations as a Use by Review zoning districts named in the resolution and adding Supplementary Regulations for Recreational Vehicle Parks.
7. Consider approval of Memorandum of Understanding to facilitate the Prowers County Hotline County Connection Center with answering and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU's effective January 1, 2026-December 31, 2026 with the following counties: Clear Creek, Garfield, and Montrose counties and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the MOU's.
8. Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Tri-State 9-11 Foundation, event scheduled for September 9 - 13, 2026.
9. Consider approval of Carlton Tower Maintenance Agreement with ThinAir Communications in the amount of \$39,897.51 and authorizing County Finance Director, Paula Gonzales to execute the Agreement electronically.
10. Consider approval of Underground and Utility Permit No. 984 for Vivid Engineering Group and SECOM for approximately 20,240 LF in 1.5" conduit with 48-strand Fiber Optic, tracer wire and caution tape from County Road SS west to County Road TT on the North side of the roads.
11. Consider approval of 2026 5311 CDOT Grant Subaward Agreement totaling \$235,949.00 with a county local match total of \$187,069.00 for Prowers Area Transit and authorizing BOCC Chairman Roger Stagner to execute the Agreement electronically.
12. Consider ratifying 2-11-2026 email poll approval of a Letter of Support sent to Dr. Cynthia Armendariz, Colorado Department of Higher Education for the LCC Foundation's Grant Application to the Colorado Opportunity Scholarship Initiative (COSI).
13. Consider ratifying 2-12-2026 email poll approval of a Letter sent to Governor Jared Polis and Secretary of State Jena Griswold regarding the current status of the Town of Hartman, CO.

14. Consider ratifying 2-16-2026 email poll approval for payment of bills presented for County General AP in the amount of \$191,876.34 with no adjustments, DHS and WHC AP in the amount of \$4,642.50 and H3C AP in the amount of \$406.30 all with a certification date of February 17, 2026 and authorizing the use of the Commissioner's signature stamps.
15. Consider ratifying 2-18-2026 verbal poll approval of Prowers County Sheriff's out of state conference travel, at no cost to Prowers County, per the Prowers County Financial Policy.

UPDATES

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. None

EXECUTIVE SESSION

Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to personnel policies for Public Health.

Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to potential litigation matters.

Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

ADJOURN

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Administration

Submitted to the County Administration Office on: 2-17-2026

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Prowers County Coroner's out of state travel to attend a training academy in March with an estimated expense of \$2,071.00.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 02/13/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

Consider the request of GP Irrigated Farms, LLC and S-D Investments, LLC for a Certificate of Completion, for fields per the county's recommendations, noted in the letter dated January 12, 2026, full release from the requirements of the of the Amended Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by GP Irrigated Farms, LLC, S-D Investments, LLC, and Lower Arkansas Water Management Association.

Justification or Background:

GP Irrigated Farms, LLC and S-D Investments, LLC has requested the fields recommended by the county noted in letter dated January 12, 2026, for full release from the requirements of the 1041 Permit.. The Board of County Commissioners for Prowers County, Colorado sitting as the 1041 Permit Authority, will need to take action to approve or deny the request.



Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

RECEIVED

By Michelle Hiigel at 4:55 pm, Jan 12, 2026



January 12, 2026

Prowers County Land Use
%Michelle Hiigel, Land use Administrator
1001 South Main Street
Lamar, CO 81052

To Whom it May Concern,

GP Irrigated Farms, LLC and S-D Investments, LLC hereby respectfully request the following amendments to the 1041 Permit granted to GP Irrigated Farms, LLC and S-D Investments, LLC on December 13, 2022. The requested amendments are as stated below:

- Removal of fields expressed by field numbers 15, 16, 50, 57, 64, 70, 71, 81, and 82. These parcels account for a total of 175.7 acres and were the fields recommended to have released from the field report conducted in December of 2025.
- Additionally, removal of fields expressed by field numbers 39, 40, 43, 44, 56, 58, 63, and 85. These parcels account for a total of 408.5 acres.
 - Our reason for this additional request is because these parcels are sprinkler irrigated and we have made a twelve-year commitment, along with LAWMA, to keep these lands irrigated. The only adjustments that we have made, from an irrigation practice, is to convert from ditch water irrigation to well and sprinkler irrigation through LAWMA.
 - Over the past twelve years, we have made large investments in water rights, namely LAWMA, in Prowers County; and our goal is to continue to invest our resources into agricultural lands within the County. Further, these acres have never not been irrigated and we will continue to irrigate them moving forward.
 - The fields expressed by the additional 408.5-acre request are our most lucrative within our portfolio in Prowers County. This is some of our best farm ground, which is why we have made the investment necessary to irrigate these acres with more efficient watering systems (sprinkler/pivot systems) as well as having made a commitment with LAWMA to purchase and or lease additional shares every year since 2014.
- Revise the amount of financial security to reflect the removal of the 175.7 acres identified through the field report conducted in December of 2025.
- Revise the amount of financial security to reflect the removal of the additional 408.5 irrigated acres requested via bullet point two and its rationale expressed by all of its sub bullets.

Thank you for your time and consideration.

A blue ink signature of Doug Geubelle, consisting of a stylized 'D' and 'G' followed by a horizontal line.

Doug Geubelle

751 SE CR 36, Syracuse, KS 67878
Phone: (620) 492-2525
Fax (620) 492-2535



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 02/13/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 0

Contract Due Date:

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County Approvals (as needed):	
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Finance	_____
Clerk	_____
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Thank you for your time and consideration.

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Doug Geubelle



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 02/13/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

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Justification or Background:

Reduce the Letter of Credit to reflect the release of the recommended fields based on the BOCC's approval to release the fields as requested by GP Irrigated Farms, LLC and S-D Investments, LLC.



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Doug Geubelle



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 02/13/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 0

Contract Due Date:

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+

Justification or Background:

Reduce the Letter of Credit to reflect the release of the additional acres based on the BOCC's approval to release acres requested by GP Irrigated Farms, LLC and S-D Investments, LLC.

+

Fiscal Impact: This item is budgeted in the following account code:

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County Approvals (as needed):	
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Finance	_____
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Doug Geubelle

751 SE CR 36, Syracuse, KS 67878

Phone: (620) 492-2525

Fax (620) 492-2535



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 01/30/2026

Return Originals to:

Number of originals to return to Submitter: 0

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval to set a public hearing for March 24, 2026 regarding the amendment of the Prowers County Land Use Regulations by adding Recreational Vehicle Park regulations as a Use by Review zoning districts named in the resolution and adding Supplementary Regulations for Recreational Vehicle Parks.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: February 24, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: 2/3/26

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Memorandum of Understanding to facilitate the Prowers County Hotline County Connection Center with answering and processing of Child Welfare and Adult Protection Services related Hotline calls and performing tasks outlined in the MOU’s effective January 1, 2026-December 31, 2026 with the following counties: Clear Creek, Garfield, and Montrose counties and authorize Lanie Meyers-Mireles, Director of Human Services, to sign.”

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: _____ Other:

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!

MEMORANDUM OF UNDERSTANDING
Between
CLEAR CREEK COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and Clear Creek County, Colorado (“Clear Creek County”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and Clear Creek County shall jointly be referred to as the “Parties.”

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Clear Creek County, with confirmation by the State of Colorado (“State”), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Clear Creek County, Colorado.
2. Prowers County, through its Hotline County Connection Center (“HCCC”), agrees to answer and process Child Welfare (“CW”) related and APS related hotline calls on behalf of Clear Creek County (“Call Coverage Services”). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Clear Creek County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Clear Creek County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2026 for the period of 12 months, ending December 31, 2026.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days’ written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Clear Creek County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Clear Creek County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Clear Creek County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Clear Creek County may request. Clear Creek County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Clear Creek County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	101
C/W Inquiries 20 Divided by 10	2
Total Estimated Reports	103
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	55
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 1,760.00
Estimated number of APS reports Jan 2026 – Dec 2026	26
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 832.00
Total Investment for Call Coverage services	\$ 2,592.00

6. Clear Creek County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN CLEAR CREEK COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Clear Creek County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Clear Creek County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Clear Creek County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Clear Creek County. Clear Creek County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Clear Creek County. Clear Creek County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Clear Creek County's Trails Inbox. HCCC will notify Clear Creek County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Clear Creek County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Clear Creek County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Clear Creek County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Clear Creek County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Clear Creek County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Clear Creek County main Department of Human Services number. Clear Creek County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Clear Creek County, HCCC will transfer the call to a Clear Creek County on-call designee. If the Clear Creek County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Clear Creek County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Clear Creek County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF CLEAR CREEK COUNTY:

1. Clear Creek County will provide an updated list of on-call Clear Creek County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Clear Creek County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Clear Creek County will notify the HCCC of any special circumstances where Clear Creek County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Clear Creek County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Clear Creek County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Clear Creek County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

Signed: 
 Name: George Marlin
 Title: Chair, Board of County Commissioners
 Entity: Clear Creek County

State Confirmation

Date: _____ Digitally signed by
 Signed: Yolanda Yolanda Arredondo
 Name: Arredondo Date: 2026.02.03
 10:53:55 -07'00'
 Title: _____
 Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
MONTROSE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and Montrose County, Colorado (“Montrose County”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and Montrose County shall jointly be referred to as the “Parties.”

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Montrose County, with confirmation by the State of Colorado (“State”), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Montrose County, Colorado.
2. Prowers County, through its Hotline County Connection Center (“HCCC”), agrees to answer and process Child Welfare (“CW”) related and APS related hotline calls on behalf of Montrose County (“Call Coverage Services”). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Montrose County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Montrose County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective August 1, 2025 for the period of 12 months, ending July 31, 2026.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days’ written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Montrose County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Montrose County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Montrose County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Montrose County may request. Montrose County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Montrose County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Aug 2025 – Jul 2026	682
C/W Inquiries 200 Divided by 10	20
Total Estimated Reports	702
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	654
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 20,928.00
Estimated number of APS reports Aug 2025 – Jul 2026	133
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 4,256.00
Total Investment for Call Coverage services	\$ 25,184.00

6. Montrose County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN MONTROSE COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Montrose County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Montrose County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Montrose County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Montrose County. Montrose County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Montrose County. Montrose County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Montrose County's Trails Inbox. HCCC will notify Montrose County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Montrose County to check the pending queue and manage the final disposition of all records.
 - a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Montrose County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Montrose County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Montrose County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Montrose County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Montrose County main Department of Human Services number. Montrose County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Montrose County, HCCC will transfer the call to a Montrose County on-call designee. If the Montrose County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Montrose County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Montrose County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF MONTROSE COUNTY:

1. Montrose County will provide an updated list of on-call Montrose County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Montrose County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Montrose County will notify the HCCC of any special circumstances where Montrose County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Montrose County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Montrose County.

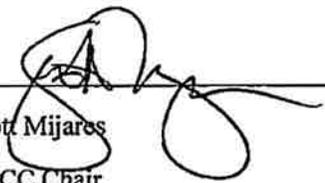
GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Montrose County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed:  _____
 Name: Scott Mijares
 Title: BOCC Chair
 Entity: Montrose County

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

State Confirmation

Date: Yolanda Digitally signed by
 Signed: Arredondo Yolanda Arredondo
 Name: _____ Date: 2026.01.21 09:19:50
 Title: _____ -07'00'
 Entity: _____

MEMORANDUM OF UNDERSTANDING
Between
GARFIELD COUNTY
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and Garfield County, Colorado (“Garfield County”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and Garfield County shall jointly be referred to as the “Parties.”

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Garfield County, with confirmation by the State of Colorado (“State”), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Garfield County, Colorado.
2. Prowers County, through its Hotline County Connection Center (“HCCC”), agrees to answer and process Child Welfare (“CW”) related and APS related hotline calls on behalf of Garfield County (“Call Coverage Services”). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Garfield County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Garfield County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2026 for the period of 12 months, ending December 31, 2026.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days’ written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Garfield County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Garfield County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Garfield County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Garfield County may request. Garfield County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Garfield County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2026 – Dec 2026	1,267
C/W Inquiries 470 Divided by 10	47
Total Estimated Reports	1,314
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	1,266
Rate per Report	\$ 32.00
Estimated Investment for C/W Reports	\$ 40,512.00
Estimated number of APS reports Jan 2026 – Dec 2026	236
Rate per APS Report	\$ 32.00
Estimated Investment for APS reports	\$ 7,552.00
Total Investment for Call Coverage services	\$ 48,064.00

6. Garfield County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN GARFIELD COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Garfield County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Garfield County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Garfield County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Garfield County. Garfield County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Garfield County. Garfield County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.

3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Garfield County's Trails Inbox. HCCC will notify Garfield County of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Garfield County to check the pending queue and manage the final disposition of all records.
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7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Garfield County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Garfield County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF GARFIELD COUNTY:

1. Garfield County will provide an updated list of on-call Garfield County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Garfield County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Garfield County will notify the HCCC of any special circumstances where Garfield County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Garfield County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Garfield County.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2026 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2027 providing for payment of such obligations. Garfield County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
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7. All signatories have the appropriate delegation of authority to sign this MOU.
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9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____
 Name: _____
 Title: _____
 Entity: _____

Approving Entities

Signed: 
 Name: Tom Jankovsky
 Title: BOCC Chairman
 Entity: Garfield County

State Confirmation

Date: Yolanda Digitally signed by
 Signed: Arredondo Yolanda Arredondo
 Name: _____ Date: 2026.02.03
 Title: _____ 10:57:28 -07'00'
 Entity: _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Administration

Submitted to the County Administration Office on: 02/06/2026

Return Originals to: Jana Coen and Administration Office

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Fairgrounds Facility Rental Agreement and Waiver of Fees for Tri-State 9-11 Foundation, event scheduled for September 9 - 13, 2026.

Justification or Background:

Annual Event

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

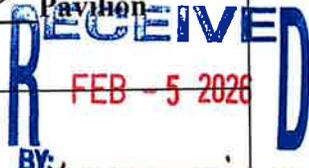
Finance _____

Clerk _____

HR _____

PROWERS COUNTY FAIRGROUNDS FACILITY RENTAL AGREEMENT

Today's Date: <u>2-5-2026</u>	Date(s) of Events: <u>9/9-13/2026</u>
Name of Organization: <u>TRI-STATE 9-11 FOUNDATION</u>	Set Up Time: <u>7</u> <input checked="" type="radio"/> am <input type="radio"/> pm
Name & Address of Authorized Agent: <u>DOUG HARBOUR</u> <u>P.O. BOX 623</u> <u>LAMAR CO 81052</u>	Event Starts: <u>9</u> <input checked="" type="radio"/> am <input type="radio"/> pm
Phone: <u>(719) 691-0959</u> Sales Tax ID: _____	Finish Time: <u>5</u> <input checked="" type="radio"/> am <input type="radio"/> pm
	<input checked="" type="checkbox"/> Arena <input checked="" type="checkbox"/> Home Ec Pavilion <input checked="" type="checkbox"/> Centennial <input checked="" type="checkbox"/>



Type of Event: PATRIOTIC PARADE/TRIBUTE FOR ALL 1ST RESPONDERS: MILITARY PAST AND PRESENT

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$ 5,825.00 or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License, if applicable. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this Agreement.

Doug Harbour _____ Date 2-5-2026
 Authorized Agent _____ Date

The Commissioners reserve the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Commissioners based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:
Laron Williams _____ Date 2-6-26
 Maintenance & Facilities Director _____ Date

_____ Date _____
 Chairman _____
 Prowers County Board of Commissioners

For County Use Only:

Date Booking Fee Paid (\$25.00): Request Waiver Damage/Cleaning Deposit: \$1000.00 Request waiver
 Date Rental Fee Paid: \$4800.00 Request Waiver Date Paid: _____

Inspection completed: _____ Damage/Cleaning Deposit Refunded: Y/N, if no, see attached.
 Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings.

Liability Insurance received: Yes ___ No ___ Date: _____

...an old Marine with a dream. A few years ago, after watching our great country seeming to be in a moral downward spiral, I felt the need to act. The Tri-State 9/11 Tribute was founded to honor all first responders and military, past and present, while at the same time providing a sense of belonging for our youth. Our initial event in 2011 was held on the Powers County Courthouse lawn with approximately a dozen first responder and military units along with 250-300 spectators and a plane flyover with smoke. As a Vietnam Veteran, I felt this was my welcome home since 40 years before. Since then, we've been able to expand the event to include a parade, formal ceremony to recognize fallen heroes, flag retirement, hall of honor, live BBQ for our guests of honor, as well as frequent presentations and concerts. Parades regularly have over 100 vehicles and recognize dozens of departments and military units from multiple states. Each year, children wave American flags as the parade moves along. And patriotism swells as veterans from WWII to the present pass by on foot, and military units, service bands, and first responder vehicles roll through. At the Hall of Honor, attendees are awed by colored pictures of heroes submitted by school kids and photos of veterans with dates of service and other information. Numerous historical items are displayed. Most impressive is the absolute silence as the crowd moves through the hall and understands veterans' and first responders' sacrifices. It is gratifying to see increased pride in our Country. The kids at these events justify the confidence and a real hope for our future.

Since 2011, our sponsors have continued their generous support. This continued support prompted us to form the Tri-State 9/11 Tribute Foundation. In 2017, we started construction of the Tri-State 9/11 Memorial with assistance from the E-Ponsor Foundation, Huddleston-Bathel Memorial Trust, Home Depot, Windy Ridge LLC, Colorado/Lamar E&S, Powers County, and the City of Lamar, as well as numerous local businesses, civic organizations, and individuals. We still have much to accomplish, but we have come far!

Email: tristate911tribute@gmail.com or call Doug Harbison at 719-531-9225, the old Marine with a Dream!

The Tri-State 9/11 Tribute Foundation is a 501(c)(3), not for profit organization. Our mission is to honor the first responders and military that serve our communities and country. Our organization has no paid employees and dedicates any revenue received to be used entirely for our Tri-State 9/11 Memorial and Day of Tribute for our heroes.

On the first Saturday before September 11th each year, we hold our Day of Tribute by holding a huge parade, American Flag retirement, BBQ, and a formal ceremony in Lamar, Colorado. On this special day—and others throughout the year—attendees are invited to spend time at our Tri-State 9/11 Memorial. They view unforgettable artifacts from the actual crash site of Flight 93 in Shanksville, PA and see our bronze fireman statue entitled "Running Toward Danger," which hangs out of the wall.

The Willey 9/11 Memorial Site is located a half mile north of Lamar, CO on US Hwy 50/287 N adjacent to the Big Timbers Museum. Be sure to read and sign our guest book in the kiosk!

Annual Tri-State Tribute & Memorial Site





Tri-State 9/11 Memorial

The Tri-State 9/11 Memorial is open to the public on a year-round basis. Special holiday ceremonies are held on Veterans and Memorial Days. Families of first responders and veterans are welcome to use the Memorial for reunions or other special occasions.

The Tri-State 9/11 Memorial Site is located a half mile north of Lamar, Colorado on US Hwy 50/287 N adjacent to the Big Timbers Museum. Read & sign our guestbook in the kiosk!








RUNNING TOWARD DANGER: Our sculpture of a bronze fireman by artist Scott Stearman is centered in the middle wall at the 9/11 Memorial. He is partially embedded in a "Field of Dreams" pose, looking up in awe and determination.

9/11 KIOSK: The Kiosk contains unforgettable artifacts from the actual crash site of Flight 93 in Shanksville, PA including a burned chunk of limestone. There is an opening in the display case where visitors can touch this piece of hallowed ground where passengers took the plane down to prevent it from attacking our Capitol. We are honored to exhibit these remarkable artifacts from New York and the Pentagon.

LADY LIBERTY: A Willey, Colorado high school student amazed us with her expression of the meaning of 9/11 through her art. We could all feel her pain and anguish!

On the first Saturday before September 11th each year, we hold our Day of Tribute by holding a huge parade, flag retirement, BBQ, and a formal ceremony in Lamar, Colorado...

Day of Tribute



9/11 Parade: The Ft. Carson Mounted Honor Guard has been a remarkable lead-off asset in our annual parade honoring our first responders and military heroes. On one of our early parades the sergeant in charge asked us for a ride back to the staging area to save wear and tear on his horses. During the trip, he told us "we usually perform in large cities where folks sit in their lawn chairs or on the curb and wave at us when we go by. However, here in Lamar everybody starts standing, putting their hands over their hearts, and every kid is waving a flag... Can we come back?"



ASK US TO HONOR AND REMEMBER THEM

...ask us to honor and remember them. We'll be glad to help you find a way to honor them. We'll be glad to help you find a way to honor them. We'll be glad to help you find a way to honor them.

FLAG RETIREMENT: Local Scouts assist our Day of Tribute by holding a Flag Retirement Ceremony.



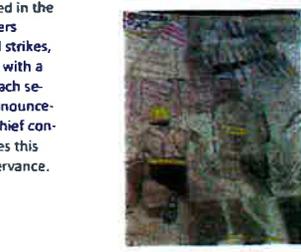
BBQ: The 9/11 BBQ is provided free of charge to all our first responders and military. Other attendees pay a nominal fee of \$5.00 each for the meal.



FORMAL CEREMONY: Every year we observe the "ringing of the bell." Bells are still used in numerous fire department ceremonies. When a firefighter died in the line of duty, headquarters would transmit five bell strikes, repeated in four series, with a slight pause between each series, followed by the announcement. The Lamar Fire Chief continues this observance.



HALL OF HONOR: The Hall of Honor has touching pictures and exhibits promoting patriotism in our community. Families, visiting military, veterans, and first responders look through the innocent eyes of children's 9/11-inspired art.



75MM SALUTE BATTERY FROM FT. CARSON, CO: The Ft. Carson 75MM Salute Battery fires a 21-gun volley followed by Taps to signal the end of our formal ceremony.



GRAND MARSHALLS:

Every year we have picked a remarkable person to honor as our Grand Marshall for our Day of Tribute. We alternate awarding this honor to either a first responder or someone that served in the military. It is a true honor to reflect upon the biographies of every one of them!

Colonel Edward Jones truly stands out. He graduated high school in Wichita, KS and went to the Air Force Academy, where he completed his undergraduate studies. He then went to MIT and received his masters degree. His sister told us that he was scheduled to be on the 'next flight of the Challenger' that never took place.

On September 11, 2001, he was on Flight 11 and was killed when it crashed into the World Trade Center. Our country lost a true hero.



event of an emergency pertaining to life safety or unsanitary conditions. All other unexpected occurrences should be documented and will be addressed on the next regular workday.

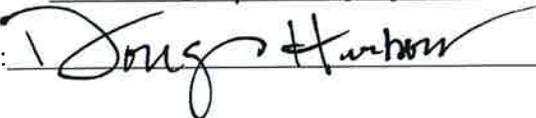
16. The User understands that costs incurred by Prowers County due to responding to non-emergency calls for service, facility or grounds clean-up, and sub-contractor repairs for damages to equipment or facilities will be billed to the user at a rate of 2 times the actual costs. It is the User's responsibility to minimize non-emergency calls for service.
17. The User agrees that it is their responsibility to provide, and be responsible for, the equipment or supplies necessary to circumvent potential failures in the buildings, restrooms, or arena including, but not limited to: portable generators, portable toilets, portable amplifier or loudspeaker systems, water, and/or water trucks for wetting a dusty arena floor, toilet paper and hand towel paper supplies, first aid supplies, etc.
18. The User is specifically responsible to ensure adherence to these written and any posted policies and to:
 - a) Provide written documentation specifying any concerns, system failures, or break-downs and deliver that documentation to the Fairgrounds Caretaker. Please do not manipulate circuit breakers.
 - b) Pick-up trash and debris accumulated during the event including parking areas and deposit the trash in the 55-gallon trash drums provided, or if full, into available dumpsters.
 - c) Re-stock indoor and outdoor men's and women's restrooms with toilet paper and paper hand towels as needed throughout the event. The Fairgrounds Caretaker will make these items available to users.
 - d) Pick-up trash in, and around, the indoor and outdoor restrooms, the kitchen, and concession stands and leave fixtures, appliances, and counter surfaces clean. Sweep and mop, or vacuum indoor floor surfaces.
 - e) Make appropriate arrangements for providing the necessary crowd control, public safety, and building security for the event.
 - f) Ensure that scheduled dance events end at 12:00 Midnight; **no exceptions.**
 - g) **Provide event security and present evidence of said security upon request by the Commissioners.**
19. Prowers County assumes no responsibility for lost or stolen items.
20. Alcohol is not allowed on the Fairgrounds at any time. **The county has a zero-tolerance policy regarding alcohol. Any violation of this policy will result in immediate revocation of access to the Fairgrounds, a permanent ban going forward, and County retention of the entire damage deposit. Local law enforcement has been authorized to remove parties in violation of this policy.**
21. **Building or grounds emergency call: 931-0034 or 931-9335. Medical or safety emergency call: 911.**

I have read, understand, and agree to the terms and conditions outlined in this agreement.

Date: 2/5/2020

Organization: TRI-STATE 9-11 FOUNDATION

Authorizing Agent Printed name: DOUG HARBOUR

Authorizing Agent Signature: 

For Rodeo Events:

Authorized Tractor/Equipment Operator Printed Name: _____

PROWERS COUNTY FAIRGROUNDS

FEE SCHEDULE

Facilities Requested	Not For Profit	Resident or Local For Profit	Non-Resident or Non-Local For Profit	# of days/head of livestock	Total
Arena Rent <i>Daily</i>	\$150	\$300	\$970	5	\$1500.00
Pavilion Rent <i>Daily</i>	\$150	\$300	\$970	6	1800.00
Home Economics' Bldg. Rent <i>Daily</i>	\$500	\$250	\$500	6	1500.00
Use of Parking Lots Arena Lot /Grounds <i>Daily</i>			\$210		
Overnight Boarding (Arena Pens) <i>Daily</i>	\$5/Head	\$5/Head	\$10/head		
* Pavilion Boarding <i>Rodeo Events Minimum Fee Daily</i>	\$20	\$30	\$40		
R.V. or Camper Parking One Electric Pedestal and One Water Connection per Rented Space only <i>Daily</i>	\$30	\$30	\$30		
Dry Camping and Horse Penning at Designated Southwest Parking Lot ONLY <i>Daily</i>	\$10	\$10	\$20		
Elmer's Garden <i>Daily</i>	\$0.00	\$0.00	\$0.00		
Cleaning/Damage Deposit (Due 10 days prior to event)	\$1000	\$1000	\$1000		\$1000.00

* Rental Fees for the Pavilion for Not for Profit will not be charged since the Event Organizer is responsible for collecting the fee. The fee is still subject to 50/50 split, at the Commissioners' discretion

	App Fee	Rental Fee	Deposit	Total
TOTAL (DUE 10 DAYS PRIOR TO USE)	\$ 2500	\$ 4800.00	\$ 1000.00	\$ 5,825.00

**PROWERS COUNTY
REQUEST FOR WAIVER OF FEES AT FAIRGROUNDS**

On behalf of TRI STATE 9/11 FOUNDATION do hereby request a waiver of fees for rental of the Fairgrounds. The waiver is needed because

We are a 501(c)3 Non Profit that honors our local first responders and military past and present from the surrounding Tri-State area.

SEPT. 12 2026
Date(s) of Event

[Signature]
Authorized Agent

2-5-2021
Date

Request is approved with the following conditions:

Chairman
Prowers County Board of Commissioners

Date: _____

Request is denied for the following reason:

Chairman
Prowers County Board of Commissioners

Date: _____



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 2/9/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date: 3/1/26

Item Title/Recommended Board Action:

Consider approval of Carlton Tower Maintenance Agreement with ThinAir Communications in the amount of \$39,897.51 and authorizing County Finance Director, Paula Gonzales to execute the Agreement electronically.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	2-10-2026 _____
Finance	_____
Clerk	_____
HR	_____

PROWERS COUNTY COLORADO

CARLTON TOWER PREVENTATIVE MAINTENANCE CONTRACT QUOTE 6193_001_PROWERS COUNTY



Quote

Quote ref. 20260129-155942916
Issue date Jan 29, 2026
Expires Mar 1, 2026
Currency USD

Seller

ThinAir Communications

5357 Highway 86
Elizabeth, CO 80107
United States

Contact

Andy Sprouse (asprouse@thinaircommunications.com)
+13037981700

Buyer

PROWERS COUNTY

Contacts

Paula Paula Gonzales
(paula.gonzales@prowerscounty.net)
Don Wilson (dwilson@prowerscounty.net)

Effective date	Term length	Total contract value
On agreement	3 years	\$39,897.51

Preventative Maintenance

Item	Quantity	Unit price	Net price	Term total
LABOR	1	\$13,299.17	\$13,299.17	\$39,897.51

Starts on effective date, billed annually for 3 years

Labor to deliver Tower Preventative Maintenance at the Carlton Tower site for a three-year period, to include the following scope items:

Includes labor to provide monitoring, inquiry response, and maintenance of Prowers County owned radio licenses with the FCC. See "PREVENTATIVE MAINTENANCE CLARIFICATIONS" attachment for additional details.

Includes labor to complete tower mounted equipment and line preventative maintenance (PM) tasks for Prowers County owned assets as detailed in the "CARLTON TOWER ATTACHMENTS REV 7-18-2016" drawing, found in Quote Clarifications attachment. See "PREVENTATIVE MAINTENANCE CLARIFICATIONS" attachment for additional details.

Includes labor to provide one complete tower structure inspection during the contract period. See "TOWER INSPECTION CLARIFICATIONS" attachment for additional details.

Includes crew mobilizations and any associated per diems, as applicable.

Labor to deliver Tower Preventative Maintenance at the Prowers County Courthouse for a three-year period, to include the following scope items:

Includes labor to provide monitoring, inquiry response, and maintenance of Prowers County radio licenses with the FCC. See preventative maintenance clarifications for additional details.

Includes labor to complete roof mounted equipment and line preventative maintenance (PM) tasks for Prowers County owned assets. See "PREVENTATIVE MAINTENANCE CLARIFICATIONS" attachment for additional details.

Terms

1. General Terms. This Quote is valid for 30 days. Hard Copy Purchase Order (Letter, Fax or Email) required to start order.
2. Payment Terms. Preventative Maintenance will be invoiced annually over the next 3 years subject to annual appropriation. The purchase price for all equipment and services as set forth in the Quote shall be paid to ThinAir Communications, Inc. at 5357 Hwy 86, Unit 2, Elizabeth, CO 80107. At the discretion of ThinAir Communications, material orders may be invoiced from date of shipment. ThinAir Communications reserves the right to invoice on partial shipments.
 - a) All orders are subject to approval by ThinAir Communications' Credit Department. NET 30 days - 2% Interest per month and \$25 per delinquent notice will be charged on all balances past due. ThinAir Communications shall have the right to assign to a financial institution or collection agencies monies that are 90 days past due and are deemed non-collectable. All fees including but not limited to attorney fees, court costs and collection fees are subject to collection and added to the original invoiced amount.
 - b) Orders involving installation or services provided by ThinAir Communications are invoiced and due within 30 days upon system acceptance or first beneficial use.
3. Price Adjustment. ThinAir Communications shall have the right to adjust the final invoiced amount for any of the following reasons:
 - a) Materials Delay. For projects that the customer assumes responsibility for providing materials, delays due to incorrect or insufficient materials shall be billed on an hourly basis for each ThinAir Communications' employee that is affected by said delays.
 - b) Addition to Scope of Work. For Labor and/or Materials beyond that described in the Quote which the customer requests the crew to provide while on site shall be billed at an hourly rate and said materials shall be billed at a cost-plus handling.
4. Cancellations. Any order or contract may be changed or canceled by the purchaser but only upon prior written agreement by ThinAir Communications as to the amount of the change order of cancellation charges. Upon request, ThinAir Communications will inform purchaser as to the
5. Taxes. This Quote does not include any applicable federal, state, and/or local taxes. The amount of such taxes payable or paid by or assessed against ThinAir Communications shall be billed to and paid by the customer upon presentation of the said invoice. Customer supplied tax exemption for sales and/or use tax will be accepted and noted on said invoice.
6. Delivery. ThinAir Communications will deliver materials and special equipment FOB factory or warehouse, to a carrier selected by the customer. If customer is unable to accept shipment of the goods and/or equipment or directs ThinAir Communications to hold said items, ThinAir Communications may deliver said items to a storage facility and invoice customer accordingly.
7. Warranty. ThinAir Communications hereby warrants all workmanship to be of good quality and in line with industry standards, for a period of ninety days (90) from the date of beneficial use or substantial completion of the work in question, provided that no repairs, substitutions, modifications, and/or additions have been made, ThinAir Communications shall carry their respective manufacturer's warranty. ThinAir Communications shall not be liable for any loss of profit, business, goodwill, data, interruption of business nor for incidental or consequential merchantability or fitness of purpose of equipment or materials manufactured by others. On site labor to repair, replace, exchange and/or update equipment manufactured by others shall be billed at prevailing ThinAir Communications standard labor, travel and per diem rates.
8. Delays. ThinAir Communications will make every effort to process customer's order in a timely manner and in no case shall ThinAir Communications, Inc. incur liability for delay or failure to perform any of the obligations set forth in this Estimate if the delay or failure results directly or indirectly from acts of omissions of the customer, its employees, agents or assigns from a statute, ordinance regulation or rule of law, of any government having jurisdiction over ThinAir Communications and/or the customer; insurrection; riots; national emergencies; war; acts of the public enemy; fires; floods or other catastrophes; material or equipment shortages; acts of God.
9. Basic Assumption of Quotations that include labor. ThinAir Communications' proposals or quotations that

include labor or services provided by ThinAir Communications or its subcontractors shall be bound by ThinAir Communications Basic Assumption of Quotations.

6193_001_Prowers Co. PM Quote Clarifications 1.29.26

Payments

Customer must agree to the following payment terms: net 30

Acceptance

This section is designated for the authorized representatives from both parties involved in this agreement. By signing below, the signatories confirm their acceptance of the terms and conditions outlined in this document.

On behalf of the buyer,

Paula Paula Gonzales

paula.gonzales@prowerscounty.net



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Administration & Jana Coen

Submitted to the County Administration Office on: 02/09/2026

Return Originals to: Administration

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 984 for Vivid Engineering Group and SECOM for approximately 20,240 LF in 1.5" conduit with 48-strand Fiber Optic, tracer wire and caution tape from County Road SS west to County Road TT on the North side of the roads.

Justification or Background:

Providing services to rural community.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

PERMIT NUMBER 984



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Scott Herman (SECOM) **DATE:** 1/20/2026
ADDRESS: SECOM, Inc 27850 Harris Rd, La Junta, CO 81050

Your request for permission to install a Approximately 20,240 LF in 1.5" conduit with 48-strand Fiber Optic, tracer wire and caution tape from County Road SS west to County Road TT on the North side of the roads.
Is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2010-12 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 984

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the Installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 120 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By [Signature]
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: Steve Spera Digitally signed by Steve Spera
DN: cn=Steve Spera, o=SECOM, ou=SECOM, email=Steve.Spera@secom.com For Scott Herman (SECOM) DATE: 1/20/2025

Please attach a work sketch of proposed installation.



Trench down private road from Pole 5 to County Road TT to Pole 6. Approximately 740 LF

From pole 6 to pole 17, fiber will be aerial installation. Approximately 2,580 LF

TT

TT

TT

TT

G

TT

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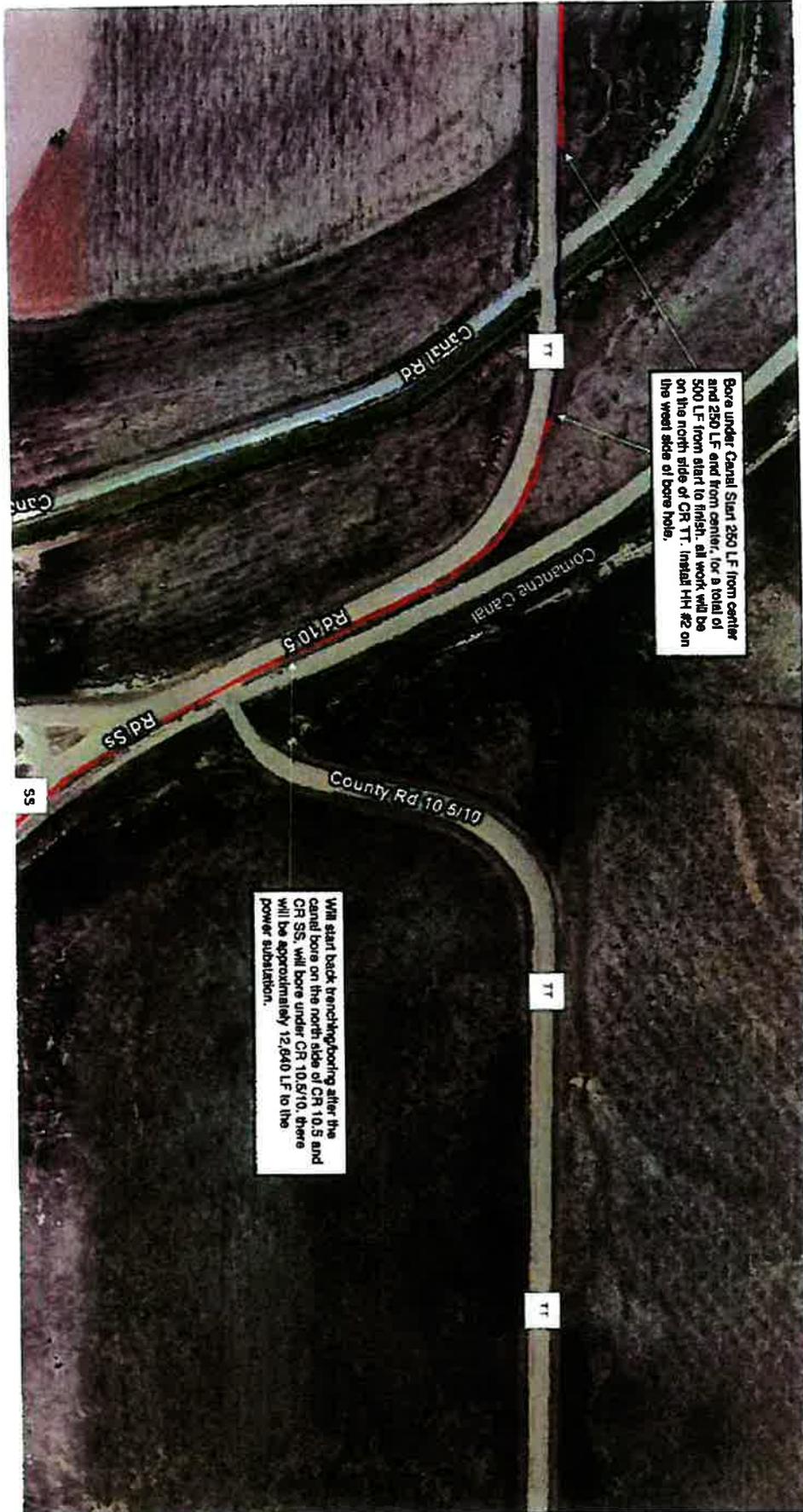
James Lateral

Navy Lateral

James Lateral

Smith Lateral

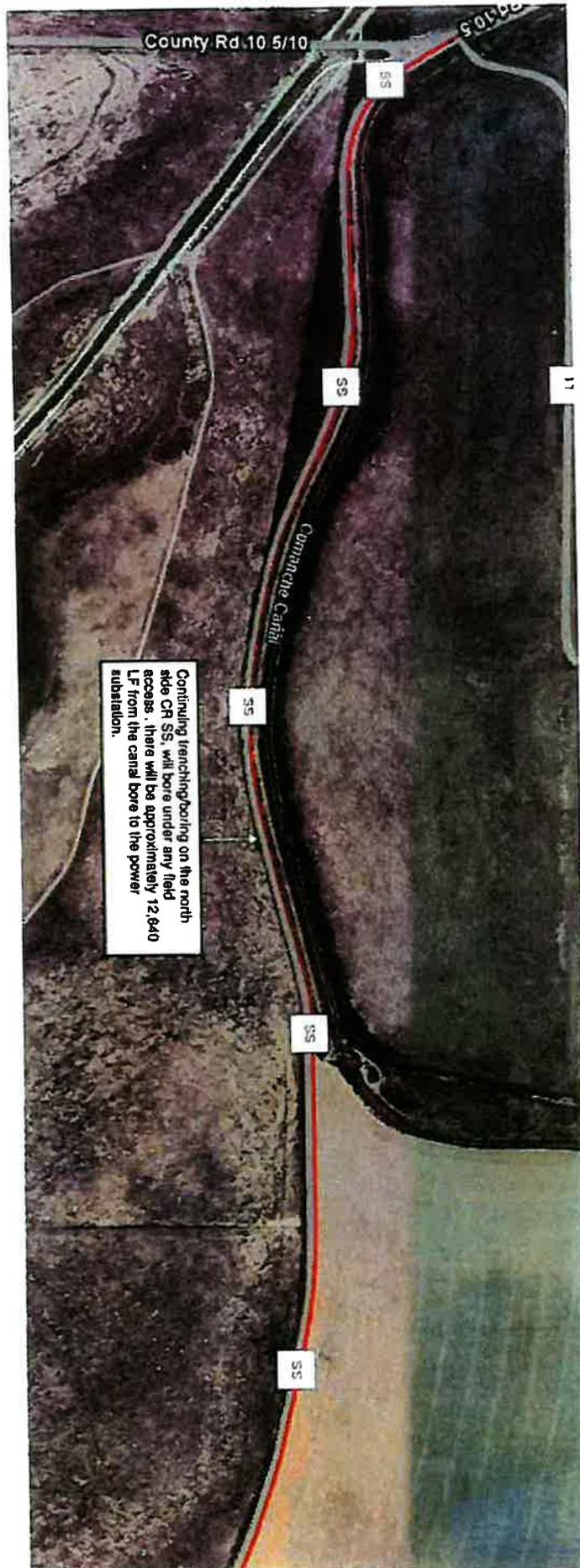
Smith Lateral



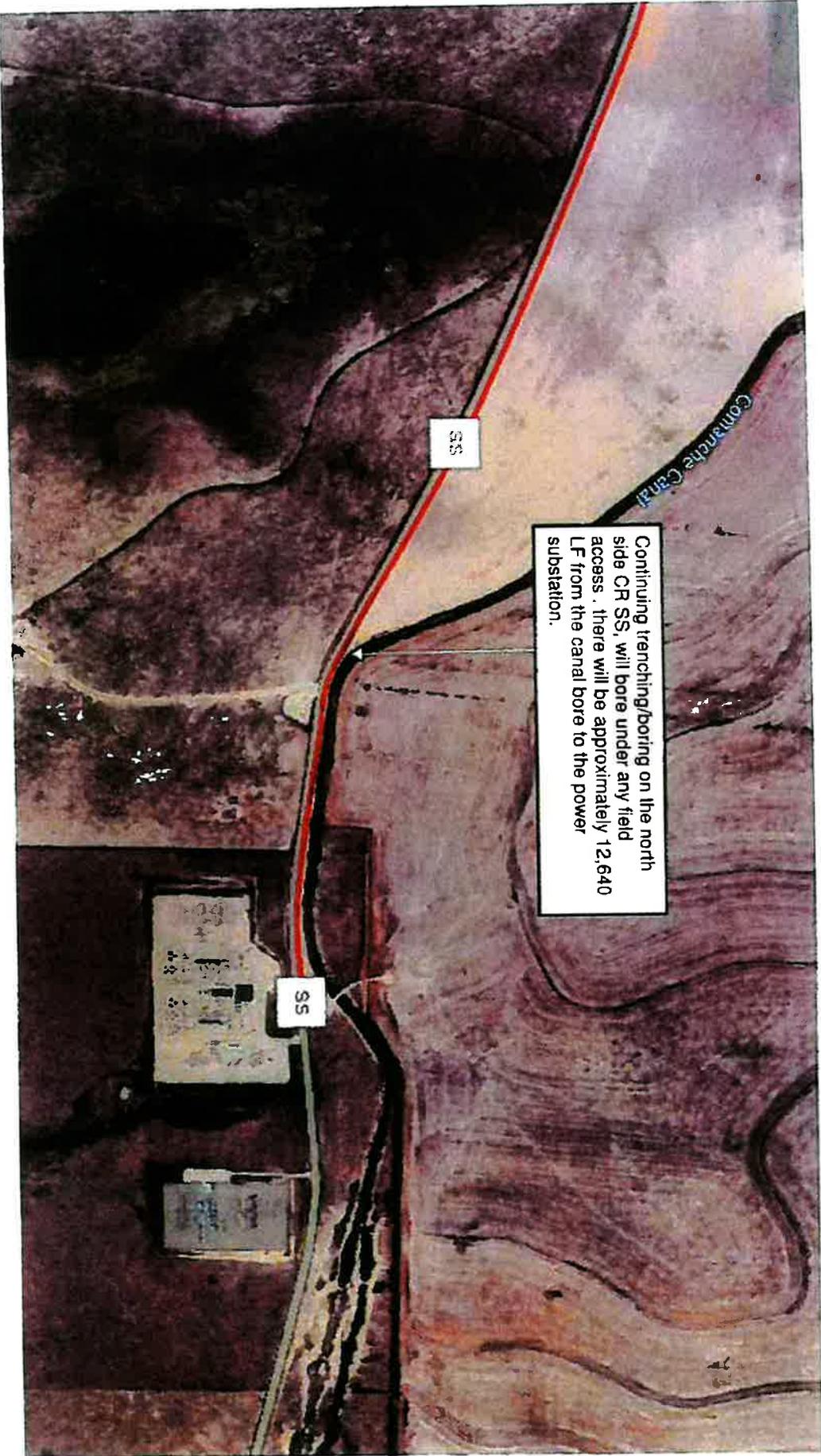
Bore under Canal Start 250 LF from center and 250 LF and from center, for a total of 500 LF from start to finish. All work will be on the north side of CR TT. Instead H# 82 on the west side of bore hole.

Will start back trenching/booring after the canal bore on the north side of CR 10.5 and CR 5s, will bore under CR 10.5/10, there will be approximately 12,640 LF to the power substation.

53



Continuing trenching/boring on the north side CR SS, will bore under any field access, there will be approximately 12,840 LF from the canal bore to the power substation.



Continuing trenching/boring on the north side CR SS, will bore under any field access . there will be approximately 12,640 LF from the canal bore to the power substation.

SS

SS



SS

SS

Bore under CR SS to the south side of CR SS. Approximately 70 LF. Install 24x36 HH #3

SS

GOMARRINE CANAL



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 02/11/26

Return Originals to: Paula Gonzales

Number of originals to return to Submitter: 1

Contract Due Date: 2/28/26

Item Title/Recommended Board Action:

Consider approval of 2026 5311 CDOT Grant Subaward Agreement totaling \$235,949.00 with a county local match total of \$187,069.00 for Prowers Area Transit and authorizing BOCC Chairman Roger Stagner to execute the Agreement electronically.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: 001-25-380200

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation		Agreement Number / PO Number Routing #: 26-HTR-ZL-00111 PO #: 491004095
Subrecipient Prowers County		Agreement Performance Beginning Date The earlier of the Effective Date or January 1, 2026
		Initial Agreement Expiration Date December 31, 2026
Subaward Agreement Amount		Fund Expenditure End Date December 31, 2026
Federal Funds-Administrative Maximum Amount (80%)	\$65,172.00	
Local Funds-Administrative Local Match Amount (20%)	\$16,293.00	Agreement Authority
Federal Funds-Operating Maximum Amount (50%)	\$170,777.00	Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104, 23 USC §149, 49 USC §5307(a)(2) and (3).
Local Funds-Operating Local Match Amount (50%)	\$170,777.00	
Agreement Total	\$423,019.00	

Agreement Purpose

In accordance with 49 USC §5311, the purpose of this Agreement is to provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. The work to be completed under this Grant by the Grantee is more specifically described in Exhibit A.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A - Statement of Work and Budget.
2. Exhibit B - Sample Option Letter.
3. Exhibit C - Federal Provisions.
4. Exhibit D - Required Federal Contract/Agreement Clauses.
5. Exhibit E - Verification of Payment.

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

1. Exhibit C - Federal Provisions.
2. Exhibit D - Required Federal Contract/Agreement Clauses.
3. Colorado Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A - Statement of Work and Budget.
6. Executed Option Letters (if any).

Principal Representatives

For the State:
 Nicole Harty
 Division of Transit and Rail
 Colorado Dept. of Transportation
 2829 W. Howard Place
 Denver, CO 80204
 nicole.harty@state.co.us

For Subrecipient:
 Anthony Letteer
 Prowers County
 200 East Hickory Street
 Lamar, CO 81052
 aletteer@prowerscounty.net

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
Prowers County

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

By: _____
Roger Stagner, Chairman

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

Date: _____

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Department of Transportation

Effective Date: _____

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term

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

C. Extension Terms - State's Option

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

D. End of Term Extension

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

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

F. Subrecipient's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

4. STATEMENT OF WORK AND BUDGET

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

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

- ii. Interest

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

- iii. Payment Disputes

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

- iv. Available Funds-Contingency-Termination

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

- v. Federal Recovery

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

C. Matching Funds

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

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

D. Reimbursement of Subrecipient Costs

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

E. Close-Out

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

6. REPORTING - NOTIFICATION

A. Quarterly Reports

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

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

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

7. SUBRECIPIENT RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

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

E. Data Protection and Handling

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

F. Safeguarding PII

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

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

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

10. INSURANCE

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

A. Workers' Compensation

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

B. General Liability

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

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

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy of Coverage

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

F. Cancellation

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

G. Subrogation Waiver

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

H. Public Entities

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

I. Certificates

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

11. BREACH OF AGREEMENT

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

12. REMEDIES

A. State's Remedies

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

i. Termination for Breach of Agreement

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

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

d. Removal

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

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

e. Intellectual Property

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

B. Subrecipient's Remedies

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

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

14. NOTICES and REPRESENTATIVES

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

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

C. Exclusive Property of Subrecipient

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Federal Provisions

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

U. Accessibility

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

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

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

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] Subrecipient 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., Subrecipient 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 Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient (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 Subrecipient 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

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Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient 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, Subrecipient shall be liable for damages.

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

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient (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 BUDGET

Project Description*	2026-5311: Admin/Operating				
Federal Awarding Agency	Federal Transit Administration (FTA)				
Year of Funding and Federal Funding Source	FFY 2025 FTA-5311				
CFDA Title	Formula Grants for Rural Areas Program				
CFDA #	20.509	FAIN**	To Be Determined		
Federal Award Date**	To Be Determined				
CDOT Awarding Official	Chief Engineer				
Address	2829 W. Howard Place Denver, CO 80204	Phone #	(303) 757-9170		
Subaward/Project Period of Performance and Budget Period Start Date	The Effective Date or January 1, 2026 (whichever is earlier)				
Subaward/Project Period of Performance and Budget Period End Date	December 31, 2026				
Subrecipient	Prowers County	UEID #	Y8C4HSXY95M6		
Contact Name	Paula Gonzales	Vendor #	2000368		
Address	200 East Hickory Street Lamar, CO 81052	Phone #	(719) 336-8034		
Email	paula.gonzales@prowerscounty.net	Indirect Rate	NA		
Total Project Budget					\$423,019.00
Budget	WBS***	ALI	Federal Funds	Local Funds	Total
Administrative	25-11-5045.PROW.620	11.79.00	80% \$65,172.00	20% \$16,293.00	\$81,465.00
Operating	25-11-4045.PROW.600	30.09.01	50% \$170,777.00	50% \$170,777.00	\$341,554.00
Total Project Amount Encumbered via this Subaward Agreement					\$423,019.00

*This is not a research and development grant.

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

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

A. Project Description

Prowers County shall use FTA-5311 funds, along with local matching funds, to maintain the existence of public transportation services through the following goals:

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

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

This funding is provided to support the services described above for calendar year 2026 (January 1 - December 31).

B. Performance Standards

1. Project Milestones

Milestone Description	Original Estimated Completion Date
Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS	Monthly
Submit 5311 Program Measure Report(s) in COTRAMS	Quarterly
Submit DBE Report(s) in COTRAMS	Biannually
Submit Final Reimbursement Request in COTRAMS	12/31/2026
IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the End Date of this Subaward Agreement: December 31, 2026.	

2. Performance will be monitored throughout the duration of this Subaward Agreement. Prowers 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. Performance will be measured based on:
 - a. Completion of applicable 5311 Program Measure Reports in COTRAMS, and
 - b. Completion of the annual National Transit Database (NTD) Report.
4. Prowers County shall track and report on performance using the Program Measure Report in COTRAMS:
 - a. Performance measures established for the FTA Section 5311 Program (*Funds Expended, Fare Revenues, Sources of Expended Funds, Service Data, and Volunteer Resources*) .
5. 5311 Program Measure Reports shall be submitted in COTRAMS by Prowers County on or before the following due dates (as applicable to the Effective Date and date of closeout of this Subaward Agreement):
 - a. Quarter 1 due April 28th;
 - b. Quarter 2 due July 28th;
 - c. Quarter 3 due October 28th; and
 - d. Annual Report, including Quarter 4, due January 28th.
6. Prowers County shall assist CDOT with Disadvantaged Business Enterprise (DBE) reporting to FTA by using the biannual FTA DBE Report in COTRAMS to report:

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

C. Project Budget

1. The Total Project Budget is \$423,019.00. CDOT will pay no more than 80% of the eligible, actual administrative costs, up to the maximum amount of \$65,172.00, and no more than 50% of the eligible, actual operating costs, up to the maximum amount of \$170,777.00. CDOT will retain any remaining balance of the federal share of FTA-5311 Funds. Prowers County shall be solely responsible for all costs incurred in the project in excess of the amount paid by CDOT from Federal Funds for the federal share of eligible, actual costs. For CDOT accounting purposes, the Federal Funds of \$65,172.00 (80%) for administrative costs and \$170,777.00 (50%) for operating costs, and matching Local Funds of \$16,293.00 (20%) for administrative costs and \$170,777.00 (50%) for operating costs, will be encumbered for this Subaward Agreement.
2. No refund or reduction of the amount of Prowers County's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
3. Prowers County may use eligible federal funds for the Local Funds share, but those funds cannot be from other Federal Department of Transportation (DOT) programs. Prowers County's share, together with the Federal Funds share, shall be enough to ensure payment of Total Project Budget.
4. Per the terms of this Subaward Agreement, CDOT will have no obligation to provide state funds for use on this project. CDOT will administer Federal Funds for this Project under the terms of this Subaward Agreement, provided that the federal share of FTA funds to be administered by CDOT are made available and remain available. Prowers County shall initiate and prosecute to completion all actions necessary to enable Prowers 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

1. Prowers 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; Chapter VI of FTA Circular 5010.1; Master Agreement, Section 6 "Non-Federal Share;" and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.
2. Prowers County's operating expenses are those costs directly related to system operations. At a minimum, Prowers County should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.
3. If Prowers County elects to take administrative assistance, eligible costs may include but are not limited to: general administrative expenses (e.g., salaries of the project

director, secretary, and bookkeeper); marketing expenses; insurance premiums or payments to a self-insurance reserve; office supplies; facilities and equipment rental; standard overhead rates; and the costs of administering drug and alcohol testing. Additionally, administrative costs for promoting and coordinating ridesharing are eligible as project administration if the activity is part of a coordinated public transportation program.

E. Reimbursement Eligibility

1. Prowers County shall submit invoice(s) on a monthly basis via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Subaward Agreement.
2. Reimbursement requests shall be within the limits of Section D., Allowable Costs, of this Subaward Agreement. Prowers County will be reimbursed based on the ratio of Federal Funds share and Local Funds share set forth in the Project Budget above.
3. Prowers County shall submit the final request for reimbursement within forty-five (45) calendar days of December 31, 2026, and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CDOT.

F. Training

In an effort to enhance transit safety, Prowers County and any subrecipients and contractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, Prowers County shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and individuals with disabilities.

G. Restrictions on Lobbying

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

H. Special Conditions

1. Prowers County shall comply with all requirements imposed by CDOT on Prowers County so that the federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the federal award.
2. Prowers County shall permit CDOT and their auditors to have access to Prowers County's records and financial statements as necessary, with reasonable advance notice.
3. Prowers County shall comply with the record retention requirements outlined in 2 CFR 200.334 and FTA Circular 5010.1.
4. Prowers County shall not request reimbursement for costs on this project from more than one Federal Awarding Agency or other federal awards (i.e., no duplicate billing).
5. Prowers County shall obtain prior CDOT approval, in writing, if FTA funds are intended to be used for payment of a lease or for third-party contracts.
6. Prowers County shall advertise its service as available to the general public and shall not explicitly limit service by trip purpose or client type.

7. Prowers County shall comply with FTA Drug and Alcohol Regulations, to include on time submission to FTA's Drug and Alcohol Management Information System (DAMIS).
8. Prowers County shall ensure subrecipients and/or contractors (if any) comply with FTA Drug and Alcohol Regulations.
9. Prowers County shall comply with and accept all applicable terms and conditions contained in the U.S. Department of Transportation FTA Master Agreement dated November 26, 2025 (Master Agreement), or any amendments thereto.
10. Prowers 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.
11. Prowers County shall seek to ensure non-discrimination in its programs and activities by developing and maintaining a Title VI Program in accordance with the "Requirements for FTA Subrecipients" in CDOT's Title VI Program Plan and FTA Circular 4702.1, "Title VI Requirements and Guidelines for FTA Recipients." Prowers County shall also facilitate FTA's compliance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity."
12. Prowers 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.
13. Prowers County shall ensure that it does or will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. In any contract utilizing federal funds, land, or other federal aid, Prowers 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.
14. Prowers County shall develop and maintain an Americans with Disabilities Act (ADA) Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CDOT for FTA subrecipients.
15. Prowers County shall agree to maintain documentation that supports compliance with the ADA and produce said documentation to CDOT upon request.
16. Prowers County shall adopt a Transit Asset Management Plan that complies with regulations implementing 49 U.S.C. § 5326(d). Prowers County shall maintain and report annually to the National Transit Database (NTD) all required financial, service, and performance data.
17. Prowers County shall include nondiscrimination language and the Disadvantaged Business Enterprise (DBE) assurance in all contracts and solicitations in accordance with DBE regulations, 49 CFR Part 26, and CDOT's DBE program.

Prowers County agrees that any incidental use (e.g. meal or package delivery) of any capital assets shall not reduce the quality or availability of its regular public transportation

EXHIBIT B, SAMPLE OPTION LETTER

State Agency
Department of Transportation

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

Subrecipient
Prowers County

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

Subaward Agreement Amount
Federal Funds

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

Maximum Amount (%) \$0.00

Local Funds

Agreement Performance Beginning Date

Local Match Amount (%) \$0.00

The later of the Effective Date or Month, Day, Year

Agreement Total \$0.00

Current Agreement Expiration Date
Month, Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

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

3. OPTION EFFECTIVE DATE:

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

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

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

By: _____

Name: _____

Department of Transportation

Title: _____

Date: _____

Option Letter Effective Date:

EXHIBIT C, FEDERAL PROVISIONS**1. APPLICABILITY OF PROVISIONS**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

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

- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

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

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

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety;
or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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

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

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

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

False or Fraudulent Statements or Claims.

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

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

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

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

3(G) - Federal Changes

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

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

12 - Civil Rights

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

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

- (d) Equal Employment Opportunity.

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

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

Incorporation of FTA Terms - 16.a.

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

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

Energy Conservation - 26.j

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

Applicable to Awards exceeding \$10,000

Section 11. Right of the Federal Government to Terminate.

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

Applicable to Awards exceeding \$25,000

From Section 4. Ethics.

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

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

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

Note: Applicable when tangible property or construction will be acquired

Section 15. Preference for United States Products and Services.

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

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

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

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

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

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

Applicable to Awards exceeding \$100,000 by Statute

From Section 4. Ethics.

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

Section 26. Environmental Protections - Clean Air and Clean Water

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

Applicable with the Transfer of Property or Persons

Section 15. Preference for United States Products and Services.

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

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

Applicable to Construction Activities

Section 24. Employee Protections.

- a. Awards Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the underlying Agreement, including the:
- (1) Prevailing Wage Requirements of:

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

From Section 16

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

From Section 23

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

Section 12 Civil Rights D(3)

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

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

Applicable to Nonconstruction Activities

From Section 24. Employee Protections

- (b) Awards Not Involving Construction. The Subrecipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR part 5.

Applicable to Transit Operations

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

Section 28. Charter Service.

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

Section 29. School Bus Operations.

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

From Section 35 Substance Abuse

c. Alcohol Misuse and Prohibited Drug Use.

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

Applicable to Planning, Research, Development, and Documentation Projects

Section 17. Patent Rights.

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

Section 18. Rights in Data and Copyrights.

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

the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Subrecipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.

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

Miscellaneous Special Requirements

From Section 12. Civil Rights.

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

attached to FTA's electronic award management system. The Subrecipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

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

From Section 12. Civil Rights.

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

- (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37;
 - (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR part 1192 and 49 CFR part 38;
 - (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR part 39;
 - (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR part 35;
 - (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR part 36;
 - (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR part 1630;
 - (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR part 64, Subpart F;
 - (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR part 1194;
 - (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR part 609,
 - (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
 - (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

Section 16. Procurement.

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

State Requirements

Section 37. Special Notification Requirements for States.

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

EXHIBIT E, VERIFICATION OF PAYMENT

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

 Verification of Payment -

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

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

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

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

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

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

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



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: Email Poll 02/11/2026

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 2/24/26

Item Title/Recommended Board Action:

Consider ratifying 2-11-2026 email poll approval of a Letter of Support sent to Dr. Cynthia Armendariz, Colorado Department of Higher Education for the LCC Foundation's Grant Application to the Colorado Opportunity Scholarship Initiative (COSI).

Justification or Background:

Annual letter of support for LCC scholarship grant funds.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

February 11, 2026

Dr. Cynthia Armendariz
Senior Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway, Suite 2200
Denver, CO 80202

Re: COSI County Allocation – Letter of Support

Dear Dr. Armendariz:

Please accept this letter of support on behalf of Prowers County for the application being submitted by the Lamar Community College Foundation to the Colorado Opportunity Scholarship Initiative – County Matching Scholarships. We have again partnered with Lamar Community College Foundation to raise the reduced matching dollars of \$10,413.50 This is the only application that will be made for this funding on our behalf. We look forward to working with Lamar Community College Foundation to increase access and affordability to higher education for the residents of Prowers County.

Sincerely,

Roger Stagner 
County Commissioner

Ty Harmon 
County Commissioner

Ron Cook 
County Commissioner



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: Email poll 2-12-2026

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-12-2026 email poll approval of a Letter sent to Governor Jared Polis and Secretary of State Jena Griswold regarding the current status of the Town of Hartman, CO.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

February 12, 2026

Governor Jared Polis
200 E. Colfax Avenue
Denver, Colorado 80203

Secretary of State Jena Griswold
1700 Broadway #550
Denver, Colorado 80290

Re: Town of Hartman

Dear Governor Polis and Secretary Griswold:

The Board of County Commissioners of Prowers County writes to you today to ask that you help the Town of Hartman.

As you know, Colorado statute does not allow a county to intervene in municipal issues. CRS §31-3-201 is clear that a County can petition the Secretary of State after a town has been abandoned, which is defined as the failure to “hold any regular or special election or to elect officers and maintain any town government” **for a period of five years or longer**. The Town of Hartman does not meet the statutory requirements for abandonment. **Prowers County will not violate Colorado statute.**

Constituents for the Town of Hartman have requested assistance with their water system and with conducting an election. The Town of Hartman has been in communication with the Colorado Department of Health and Environment (CDPHE) for years about their water system and CDPHE has the authority to work with the Town of Hartman.

The Secretary of State has the authority to help the Town of Hartman conduct an election. The Prowers County Clerk and Recorder has no statutory authority to conduct the Town of Hartman’s election.

Prowers County is currently **temporarily** safekeeping documents and records for the Town of Hartman. Prowers County is not the custodian of the documents and records. Please advise who from the State will be coming to retrieve the boxes. Alternatively, we can have them delivered to either of you.

The residents of the Town of Hartman are Colorado residents and your constituents. Again, we ask you to assist them with their public health and safety and election needs.

Very truly yours,



Roger Stagner, Chair



Ty Harmon, Vice-Chair



Ron Cook, Commissioner

ATTEST:



Jana Coen, Clerk

cc: Attorney General Phil Weiser
cc: Maria De Cambra, Executive Director, DOLA
cc: Kevin Bommer, Colorado Municipal League
cc: Senator Rod Pelton
cc: Representative and Assistant Minority Leader Ty Winter



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: County Administration

Submitted to the County Administration Office on: Email Poll 2-13-2025

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-16-2026 email poll approval for payment of bills presented for County General AP in the amount of \$191,876.34 with no adjustments, DHS and WHC AP in the amount of \$4,642.50 and H3C AP in the amount of \$406.30 all with a certification date of February 17, 2026 and authorizing the use of the Commissioner's signature stamps.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

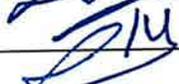
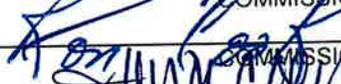
Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$191,876.34
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **February 17, 2026**

	#	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND		\$ 136,865.08	-	-
ARPA FUND		-	-	-
FSA ACCOUNT		\$ 47.57	-	-
BOOKING FEES ACCOUNT		-	-	-
PUBLIC HEALTH AGENCY		\$ 10,753.46	-	-
ROAD & BRIDGE FUND		\$ 26,506.43	-	-
SALES & USE TAX FUND		-	-	-
CONSERVATION TRUST FUND		\$ 763.43	-	-
CAPITAL FUND		\$ 770.04	-	-
OTHER AGENCIES FUND		-	-	-
LODGING TAX FUND		-	-	-
CRMC FUND		\$ 10,361.39	-	-
OPC FUND		\$ 5,808.94	-	-
Totals		\$ 191,876.34	\$ -	\$ -

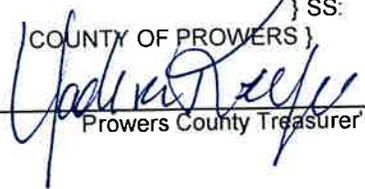
DATE: February 17, 2026
 DATE: February 17, 2026
 DATE: February 17, 2026
 DATE: February 17, 2026


 BOCC CHAIRMAN

 COMMISSIONER

 COMMISSIONER

 CLERK TO THE BOARD

Total Paid Approve To Pay \$ 191,876.34
 AP + Fringes \$ 191,876.34
 Total Pd Certification - Payroll \$ 191,876.34
 Total Payroll + Fringes \$ -

Ending Check No. 77648
 Beginning Check No. 77571
 1
 Total Number of Checks:

STATE OF COLORADO }
 } SS:
 COUNTY OF PROWERS }

 Prowers County Treasurer's Office



Prowers County, CO

Check Register

Packet: APPKT00233 - 103.02.2026 02/17/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ACA2	A Cut Above Pest Control LLC	02/17/2026	Regular	0.00	100.00	77571
AIR1	A-1 Rental & Sales	02/17/2026	Regular	0.00	550.00	77572
ATS1	Ace Tire Service LLC	02/17/2026	Regular	0.00	1,048.95	77573
AgriTech (Knudsen)	Agri Tech LLC	02/17/2026	Regular	0.00	7,696.33	77574
AII1	Airgas Intermountain Inc.	02/17/2026	Regular	0.00	335.04	77575
AFC1	Alexander Fire Care	02/17/2026	Regular	0.00	139.50	77576
AMAZON	Amazon Capital Services	02/17/2026	Regular	0.00	171.83	77577
AVA1	Ark Valley Auto Service	02/17/2026	Regular	0.00	712.87	77578
ARKVALL	Arkansas Valley Accumed	02/17/2026	Regular	0.00	5,099.25	77579
ATTM	AT&T Mobility	02/17/2026	Regular	0.00	615.98	77580
ATM1	Atmos Energy	02/17/2026	Regular	0.00	384.89	77581
ATM1	Atmos Energy	02/17/2026	Regular	0.00	2,261.67	77582
ACS2	Auto-Chlor System of Colorado, LLC	02/17/2026	Regular	0.00	342.68	77583
WalkinshawB	Breeann Walkinshaw	02/17/2026	Regular	0.00	500.00	77584
SALAZ	Celia M. Salazar	02/17/2026	Regular	0.00	319.20	77585
BRS1	Charter Communications	02/17/2026	Regular	0.00	139.99	77586
CINTASCORP	CINTAS CORPORATION NO. 2	02/17/2026	Regular	0.00	452.24	77587
LAM1	City of Lamar	02/17/2026	Regular	0.00	16,457.88	77588
LAM1	City of Lamar	02/17/2026	Regular	0.00	235.58	77589
CSS1	Cliff's Gas & Diesel LLC	02/17/2026	Regular	0.00	285.00	77590
VEN01107	Colorado Department of Agriculture	02/17/2026	Regular	0.00	170.00	77591
COLOR	Colorado Energy Systems	02/17/2026	Regular	0.00	450.00	77592
COLOR	Colorado Energy Systems	02/17/2026	Regular	0.00	450.00	77593
DEL1	Coloradoland Tire & Service	02/17/2026	Regular	0.00	114.97	77594
CMC1	Consolidated Management Compan	02/17/2026	Regular	0.00	15,695.89	77595
CQPEST	Country Quality Pest Control, Inc.	02/17/2026	Regular	0.00	100.00	77596
CURE	CureMD.com	02/17/2026	Regular	0.00	656.00	77597
DEL2	DeLoach's Water Conditioning Inc.	02/17/2026	Regular	0.00	174.00	77598
DKC1	Double K Car Wash	02/17/2026	Regular	0.00	67.90	77599
EXPTOLL	E-470 PUBLIC HIGHWAY AUTHORITY	02/17/2026	Regular	0.00	17.65	77600
EvoGov	EvoGov, Inc.	02/17/2026	Regular	0.00	199.00	77601
GLS1	GALLS	02/17/2026	Regular	0.00	89.79	77602
GOB1	Gobin's	02/17/2026	Regular	0.00	432.75	77603
GOBINS	Gobin's Inc.	02/17/2026	Regular	0.00	221.94	77604
VEN01106	GOLDEN LIGHT EQUIPMENT CO	02/17/2026	Regular	0.00	261.20	77605
GOVERNME	Government Forms & Supplies	02/17/2026	Regular	0.00	189.72	77606
GSD1	Granada School District RE-1	02/17/2026	Regular	0.00	10,177.75	77607
GRANITE	Granite Telecommunications, LLC	02/17/2026	Regular	0.00	565.00	77608
GTA1	Great America Financial Services	02/17/2026	Regular	0.00	148.85	77609
THEHOME	HD Supply formerly HD Pro	02/17/2026	Regular	0.00	988.07	77610
EFQ1	IntelliChoice, Inc.	02/17/2026	Regular	0.00	2,936.05	77611
JFA1	J & F Auto Parts Inc	02/17/2026	Regular	0.00	144.60	77612
RAMSAYJ	James Ramsay	02/17/2026	Regular	0.00	125.00	77613
CFW1	KEITH A & GAIL A COOK	02/17/2026	Regular	0.00	748.88	77614
BANKERK	Kimberly Munoz Banker	02/17/2026	Regular	0.00	166.00	77615
LAP1	Lamar Auto Parts	02/17/2026	Regular	0.00	4,314.09	77616
LBM1	Lamar BMS	02/17/2026	Regular	0.00	245.69	77617
LANGUAGE	Language Line Services	02/17/2026	Regular	0.00	2,531.86	77618
Chavez-Verduzco	Mandy Chavez-Verduzco	02/17/2026	Regular	0.00	417.00	77619
VEN00953	Melissa Ruddick	02/17/2026	Regular	0.00	47.57	77620
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLU	02/17/2026	Regular	0.00	390.63	77621
NEUMO/AVENU/GOVC	NEUMO RECORDS LLC /NEUMO ENT	02/17/2026	Regular	0.00	3,497.08	77622
NLS1	North Lamar Sanitation	02/17/2026	Regular	0.00	1,800.00	77623
OAP1	O'Reilly Automotive Parts	02/17/2026	Regular	0.00	372.40	77624

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PITSTOPLLC	PIT STOP, LLC	02/17/2026	Regular	0.00	13,512.16	77625
PLAINS	Plains Disposal, LLC	02/17/2026	Regular	0.00	240.00	77626
PGC1	Prairie Glass Company	02/17/2026	Regular	0.00	21.16	77627
PRC1	Prowers County	02/17/2026	Regular	0.00	5,652.09	77628
PMC1	Prowers Medical Center	02/17/2026	Regular	0.00	329.00	77629
RSC3	Ranchers Supply of Lamar LLC/Ranch	02/17/2026	Regular	0.00	291.70	77630
RGR1	Reyman's Grocery	02/17/2026	Regular	0.00	148.62	77631
FAR1	rfarmer,llc	02/17/2026	Regular	0.00	26,778.00	77632
VEN01104	SCRANTON SPECHT & ASSOCIATES, F	02/17/2026	Regular	0.00	14,900.00	77633
SEO1	SECOM	02/17/2026	Regular	0.00	3,682.50	77634
SMALL	Small Town Graphix	02/17/2026	Regular	0.00	556.75	77635
SECPA	Southeast Colorado Power Associati	02/17/2026	Regular	0.00	807.69	77636
STR1	Stericycle Inc	02/17/2026	Regular	0.00	180.70	77637
TIN1	Terminix Processing Center	02/17/2026	Regular	0.00	86.32	77638
TSC1	Tractor Supply Credit Plan (6035 301	02/17/2026	Regular	0.00	56.22	77639
URS1	UBEO Business Services	02/17/2026	Regular	0.00	292.82	77640
UPO2	United States Post Office	02/17/2026	Regular	0.00	40.00	77641
VIA1	Viaero Wireless	02/17/2026	Regular	0.00	687.64	77642
WAG1	Wagner Equipment Co	02/17/2026	Regular	0.00	5,157.75	77643
WAL1	Wallace Gas & Oil Inc	02/17/2026	Regular	0.00	859.05	77644
WEL1	Warman Electric	02/17/2026	Regular	0.00	129.99	77645
WRE1	WEX BANK	02/17/2026	Regular	0.00	309.97	77646
WILEYS	Wiley School	02/17/2026	Regular	0.00	1,000.00	77647
WRAP	Wrap Technologies, Inc.	02/17/2026	Regular	0.00	29,400.00	77648

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	184	78	0.00	191,876.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	184	78	0.00	191,876.34

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2026	191,876.34
			<u>191,876.34</u>

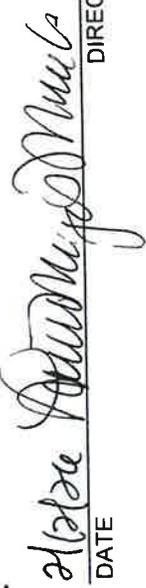
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
 PAYROLL CERTIFICATION
 MONTH: FEBRUARY 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
DHS:			
SALARY			
FRINGE			
OPERATING	02/17/26	69120-69126	1,895.29
AID DEPEND. CHILD:			
CHILD CARE:			
AID NEEDY DISABLED:			
CHILD WELFARE:			
LEAP:			
OAP:			
CHILD SUPPORT:			
ADMIN:			
WORK PROGRAM:			
FOOD ASSISTANCE:			
WHC:			
SALARY			
FRINGE			
OPERATING	02/17/26	9279-9282	2,747.21

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$4,642.50 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.
 February 17, 2026 GRAND TOTAL \$ 4,642.50

2-17-26  CHAIRMAN
 DATE
 2-17-26  COMMISSIONER
 DATE
 2-17-26  COMMISSIONER
 DATE

 DIRECTOR
 DATE

HOTLINE COUNTY CONNECTION CENTER
 PAYROLL CERTIFICATION
 MONTH: FEBRUARY 2026

PAYROLL TYPE	DATE	CHECK NUMBERS	AMOUNT
H3C			
SALARY			
FRINGE	02/17/26	4404-4406	406.30
OPERATING			

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$406.30 ARE APPROVED TO BE PAID FROM THE HOTLINE COUNTY CONNECTION CENTER.

February 17, 2026 GRAND TOTAL \$ 406.30

2-17-26 *[Signature]* CHAIRMAN
 DATE
 2-17-26 *[Signature]* COMMISSIONER
 DATE
 2-17-26 *[Signature]* COMMISSIONER
 DATE

[Signature]
 DATE DIRECTOR

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: February 17, 2026

Prepared by:
Mindy Maestas

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

SALARY _____

FRINGE _____

OPERATING 69120-69126 1,895.29

FORFEITURE _____

WHC SALARY _____

WHC FRINGE _____

OPERATING 9279-9282 2,747.21

TOTAL: \$ 4,642.50

Information Only

VOIDED CHECKS #'s: _____



Lane Mireles, Director

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

DATE: February 17, 2026

Prepared by:
Mindy Maestas

HOTLINE COUNTY CONNECTION CENTER FUND _____

H3C SALARY _____

H3C FRINGE _____

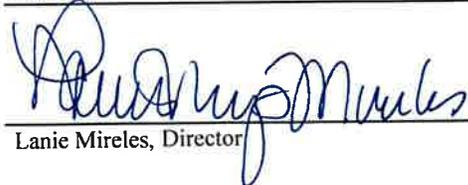
H3C OPERATING 4404-4406 _____

406.30

TOTAL: \$ 406.30

Information Only

VOIDED CHECKS #'s: _____



Lanie Mireles, Director

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: NEW CASE WORKER	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
EX.2.11.26 PER DIEM	PATRICK GONZALES	02/11/26		\$19.00
			INVOICE EX.2.11.26 TOTAL:	\$19.00
			EXPENSE ACCOUNT 444.1579 TOTAL:	\$19.00
EXPENSE ACCOUNT: CMP				
AD.2.11.26 PERSONNEL	SHARON MAUCH	02/11/26		\$1,020.00
			INVOICE AD.2.11.26 TOTAL:	\$1,020.00
			EXPENSE ACCOUNT 444.1597 TOTAL:	\$1,020.00
EXPENSE ACCOUNT: CORE 100%				
AD.2.11.26 UTILITIES UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	02/11/26		\$202.62
			INVOICE AD.2.11.26 TOTAL:	\$50.66
			EXPENSE ACCOUNT 444.1800 TOTAL:	\$253.28
EXPENSE ACCOUNT: TANF				
AD.2.11.26 COPIER	GOBIN'S, INC	02/11/26		\$2.91
			INVOICE AD.2.11.26 TOTAL:	\$2.91
			EXPENSE ACCOUNT 444.4200 TOTAL:	\$2.91
EXPENSE ACCOUNT: EMPLOYMENT FIRST				
AD.2.11.26 COPIER	GOBIN'S, INC	02/11/26		\$23.26
			INVOICE AD.2.11.26 TOTAL:	\$23.26
			EXPENSE ACCOUNT 444.6300 TOTAL:	\$23.26
EXPENSE ACCOUNT: ADMIN				
AD.2.11.26 COPIER	GOBIN'S, INC	02/11/26		\$218.09
			INVOICE AD.2.11.26 TOTAL:	\$218.09
AD.2.11.26 OFFICE SUPPLIES	DELOACH'S WATER CONDITIONING	02/11/26		\$60.00
			INVOICE AD.2.11.26 TOTAL:	\$60.00

AD.2.12.26	SHRED AMERICA	02/12/26				\$50.25
DESTRUCTION OF RECORDS				INVOICE AD.2.12.26 TOTAL:		<u>\$50.25</u>
AD.2.12.2026	SHRED AMERICA	02/12/26				\$4.02
DESTRUCTION OF RECORDS				INVOICE AD.2.12.2026 TOTAL:		<u>\$4.02</u>
				EXPENSE ACCOUNT 444.7000 TOTAL:		<u>\$332.36</u>
EXPENSE ACCOUNT: CHILD SUPPORT						
AD.2.11.26	GOBIN'S, INC	02/11/26				\$8.72
COPIER				INVOICE AD.2.11.26 TOTAL:		<u>\$8.72</u>
				EXPENSE ACCOUNT 444.8000 TOTAL:		<u>\$8.72</u>
EXPENSE ACCOUNT: COUNTY ONLY						
AD.2.11.26	GOBIN'S, INC	02/11/26				\$37.81
COPIES - FATHERHOOD				INVOICE AD.2.11.26 TOTAL:		<u>\$37.81</u>
AD.2.12.26	SHRED AMERICA	02/12/26				\$29.32
COUNTY ONLY				INVOICE AD.2.12.26 TOTAL:		<u>\$29.32</u>
(BILLED PCPH)				EXPENSE ACCOUNT 444.9000 TOTAL:		<u>\$67.13</u>
EXPENSE ACCOUNT: WHC						
AD.2.11.26	GOBIN'S, INC	02/11/26				\$168.63
COPIER				INVOICE AD.2.11.26 TOTAL:		<u>\$168.63</u>
				EXPENSE ACCOUNT 444.9005 TOTAL:		<u>\$168.63</u>
				REPORT TOTAL:		<u><u>\$1,895.29</u></u>

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.2.11.26 OFFICE SUPPLIES	SAFEGUARD BUSINESS SYSTEM	02/11/26	INVOICE AD.2.11.26 TOTAL:	\$349.36 \$349.36
AD.2.11.26 UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	02/11/26	INVOICE AD.2.11.26 TOTAL:	\$1,624.85 \$1,624.85
AD.2.12.26 SUPPLIES	MY WHOLESALE PRODUCTS	02/12/26	INVOICE AD.2.12.26 TOTAL:	\$590.00 \$590.00
AD.2.12.26 MAINTENANCE	DELOACH'S WATER CONDITIONING	02/12/26	INVOICE AD.2.12.26 TOTAL:	\$183.00 \$183.00
	EXPENSE ACCOUNT 444.9005 TOTAL:			\$2,747.21
	REPORT TOTAL:			<u>\$2,747.21</u>

H3C

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: 42540	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.2.11.26 MAINTENANCE	DELOACH'S WATER	02/11/26	INVOICE AD.2.11.26 TOTAL:	\$36.00 <u>\$36.00</u>
AD.2.12.26 MAINTENANCE	SHRED AMERICA	02/12/26	INVOICE AD.2.12.26 TOTAL:	\$20.94 <u>\$20.94</u>
			EXPENSE ACCOUNT 42540 TOTAL:	<u>\$56.94</u>
EXPENSE ACCOUNT: 43010				
AD.2.11.26 OFFICE SUPPLIES - CHECKS	SAFEGUARD BUSINESS SYSTEMS	02/11/26	INVOICE AD.2.11.26 TOTAL:	\$349.36 <u>\$349.36</u>
			EXPENSE ACCOUNT 43010 TOTAL:	<u>\$349.36</u>
			REPORT TOTAL:	<u><u>\$406.30</u></u>



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 2/24/26

Submitter: Sheriff's Office

Submitted to the County Administration Office on: Email Poll 2-16-2026

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 2-18-2026 verbal poll approval of Prowers County Sheriff's out of state conference travel, at no cost to Prowers County, per the Prowers County Financial Policy.

Justification or Background:

The Sheriff has just recently learned that he received a full scholarship to attend an out-of-state conference.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ 0 Federal: \$ 0 State: \$ 0 Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	<u>2/18/26</u>
Finance	_____
Clerk	_____
HR	_____