PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, NOVEMBER 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

8:45 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:30 a.m. Todd Marriott, Area Wildlife Manager-Area 12
- Updates (will send material via email)

10:00 a.m. Martha Alvarez, Small Business Development Center (SBDC)
- Update

10:30 a.m. John Narine, Recovery Friendly Employer Program
- Letter of Support

11:00 a.m Abbie Campbell, Prowers County Treasurer
- Treasurer's Report

11:15 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

POSTED

BY: Melissa Ruddick- Admin Asst
TIME: 0700AM
DATE: 11/20/2026

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 November 10, 2026 Meeting Minutes

PUBLIC APPRARENCE

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

PRESENTATION

ZONTA Club of Prowers County

Re: Proclamation Recognizing 16 Days of Activism Against Gender-Based Violence

PUBLIC HEARING

Michelle Hiigel, County Land Use Administrator

OPEN PUBLIC HEARING NO. 1

Re: Resolution extending the temporary moratorium on processing Special Use Permit Applications for Natural Medicine.

Receive public comment

Motion to close Hearing

OPEN PUBLIC HEARING NO. 2

Re: Resolution extending the temporary moratorium on processing Special Use Permit Applications for Data Center Projects.

Receive public comment

Motion to close Hearing

UPDATES

Boards and Committees

Commissioner's updates

Don Wilson, County Administrator

County Administrator update

Rose Pugliese, Esq.

County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. None

ACTION ITEMS:

1. Consider approval of a Proclamation recognizing November 25th through December 10th as a time to promote family safety, human dignity, and the prevention of violence.

2. Consider approval for a Resolution Adopting a six month Temporary Moratorium upon the application, acceptance, processing, and/or approval of any request to Prowers County for a Special Use Permit for Natural Medicine establishments and/or operation.

3. Consider approval for a Resolution adopting a six month temporary moratorium on processing Special Use Permit Applications for Data Center Projects.

4. Consider approval of Pitney Bowes NASPO ValuePoint FMV Lease Agreement with the Prowers County Clerk & Recorder to install a new SendPro 360 Postage Machine with a 60 month term at $333.24 per month to be billed quarterly at $999.72 per quarter.

5. Consider ratifying 11-3-2026 verbal poll approval of Time and Material Work Order between TK Elevator and Prowers County, Work Order is for the Prowers County Courthouse elevator repairs in the amount of $603.00 per hour and authorized County Administrator, Don Wilson to execute the Work Order.

6. Consider ratifying 11/03/2026 verbal poll approval of the Repair Work Order between TK Elevator and Prowers County, Repair Work Order is for the Prowers County Annex building elevator repairs in the amount of $5,645.84, authorized County Administrator, Don Wilson to execute the Repair Work Order.

7. Consider approval of accepting the County Holiday Schedule for the 2027 calendar year.

8. Consider approval of sending a letter to Southeast Colorado Opioid Response Region 19 requesting support of the Recovery Friendly Leader's (RFL) SECOR 19 proposals to expand its Recovery Friendly Employer programming to Southeast Colorado, including Prowers County.

9. Consider ratifying 9-22-2026 verbal poll approval of submitting the 2027 5311 CDOT Grant Application totaling $411,056.00 for Prowers County Area Transit and authorizing PAT's Manager, Anthony Letteer to submit the application electronically.

10. Consider approval of the 2027 Colorado Department of Transportation (CDOT) Section 5311 Grant Sub Award Agreement for Prowers Area Transit (PATS), totaling $411,056.00 and authorizing BOCC Chairman, Roger Stagner to execute the Agreement electronically. The grant funding is allocated as follows: Local Match Administration (80% Federal / 20% Local) $100,000.00 / $25,000.00 Operations (50% Federal / 50% Local) $143,028.00 / $143,028.00 Totaling $243,028.00 / $168,028.00. Total Grant Project amount is $411,056.00.

11. Consider ratifying 11/16/2026 approval of payment of bills presented for County General Fund in the amount of $1,472,016.51with a certification date of 11/17/2026.

12. Consider ratifying 11/13/2026 email poll approval for Resolution 2026-13 to Transfer Revenue between funds from Sales Tax Fund to General Fund in the amount of $1,200,000.

13. Consider approval of Agreement for Employment of Legal Counsel between the Prowers County Department of Human Services and Donald Steerman, Esq. as a managing attorney for Steerman Law Offices for the purposes of conflict counsel from January 1, 2027 through December 31, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contract.

14. Consider approval of Independent Contractor Agreement with Lisa Neuhold-Farmer for Chief Financial Officer services with the Department of Human Services from January 1, 2027 through December 31, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contract.

15. Consider approval of a continued Inter-Agency Partnership Memorandum of Understanding between Kit Carson County Department of Public Health and Environment and Prowers County Public Health regarding WIC Program Services and authorizing BOCC Chairman, Roger Stagner and Public Health Director, Meagan Hillman to execute the MOU.

16. Consider approval of In-Kind Lease Agreement between Prowers County and Arkansas Valley Resource Center for use of room B12 in the Annex building for Domestic Resource Services for a term of one (1) year, beginning January 1, 2027 and expiring on December 31, 2027.

17. Consider approval of Purchase Contract Agreement and Master Services Agreement between Prowers County and Time Clock Plus, (TCP) LLC, total contract amount $21,462.89.

18. Consider approval of the 2027 Board of County Commissioners Meeting Schedule and Agenda Item Due Date Schedule.

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.

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: 11/24/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 11/17/26

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 11/25/26

Item Title/Recommended Board Action:

Consider approval of a Proclamation recognizing November 25th through December 10th as a time to promote family safety, human dignity, and the prevention of violence.

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 _____

PROCLAMATION

ZONTA INTERNATIONAL

A PROCLAMATION DECLARING THE 16 DAYS BETWEEN INTERNATIONAL DAY TO ELIMINATE VIOLENCE AGAINST WOMEN ON NOVEMBER 25 AND INTERNATIONAL HUMAN RIGHTS DAY ON DECEMBER 10 AS THE 16 DAYS OF ACTIVISM AGAINST GENDER-BASED VIOLENCE

WHEREAS, We as citizens of this county, recognize the worldwide problems of violence against women occurs even here in Prowers County, Colorado; and

WHEREAS, Gender-based Violence is traumatic to the body, mind and spirit and can prevent people from being fully active participants at home and in the world; and

WHEREAS, The health of parents and caregivers is critical to the overall health and wellbeing of their families and the larger community; and

WHEREAS, Gender-based Violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters and foster care, sick leave, absenteeism and non-productivity; and

WHEREAS, In spite of some progress, we need only to look at our newspapers or watch a television newscast to see the unfortunate truth that Gender-based Violence has not yet been eliminated here in Prowers County, or around the world; and

WHEREAS, We support efforts of individuals and join organizations, such as the *Zonta Club of Prowers County*, to raise awareness, stimulate discussion, and advocate for local solutions that will curb Gender-based Violence; and

WHEREAS, These local people join thousands of others from around the world to assert that the right of women and men to be free of violence is a fundamental human right.

NOW THEREFORE, We, Roger Stagner, Ty Harmon, and Ron Cook by virtue of the authority vested in us as Commissioners of Prowers County, Colorado, do hereby proclaim the 16 days between International Day to Eliminate Violence Against Women on November 25 and International Human Rights Day on December 10 as the ***16 Days of Activism Against Gender Violence***. During these 16 days, all citizens are urged to support efforts to end gender violence and to eliminate the detrimental consequences gender violence has on the wellbeing of our community.

IN WITNESS WHEREOF, We, have hereunto set our hands and caused the official seal of Prowers County to be affixed, this 24th day of November 2026.

PROWERS COUNTY, COLORADO

_____ _____ _____

Roger Stagner Ty Harmon Ron Cook

Attest:

_____

Jana Coen County Clerk/Recorder

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 11/10/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for the Resolution Adopting a six month Temporary Moratorium upon the application, acceptance, processing, and/or approval of any request to Prowers County for a Special Use Permit for Natural Medicine establishments and/or operation.

Justification or Background:

Implement a moratorium for six months to allow the county to draft and adopt regulations for psychedelic mushroom establishments

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 _____

RESOLUTION NO. 2026_____

ADOPTING A TEMPORARY MORATORIUM UPON THE APPLICATION, ACCEPTANCE, PROCESSING, AND/OR APPROVAL OF ANY REQUEST TO PROWERS COUNTY FOR A SPECIAL USE PERMIT FOR A NATURAL MEDICINE ESTABLISHMENT AND/OR OPERATION.

WHEREAS, the voters of the State of Colorado voted to adopt Proposition 122 ("Proposition"), which established the "Natural Medicine Health Act of 2022" ("Act"); and

WHEREAS, the Act under C.R.S Sec. 12-170-104, includes Psilocybin and Psilocin, and plant-based psychedelic substances Dimethyltryptamine (DMT), Ibogaine, and Mescaline as "natural medicine" and defines a "healing center" as a facility licensed by the state licensing authority that permits a facilitator to provide and supervise natural medicine services for a participant; and

WHEREAS, the Act decriminalizes the possession, growing, sharing, and use, but not the sale of Psilocybin and Psilocin, and plant-based psychedelic substances Dimethyltryptamine (DMT), Ibogaine, and Mescaline; and

WHEREAS, the Act allows supervised use of the psychedelic mushrooms by individuals aged 21 and over at licensed facilities; and

WHEREAS, the Act prohibits local governments from banning licensed facilities, services, and use of natural psychedelic substances permitted, while allowing local governments to regulate the time, place, and manner of operation of these facilities; and

WHEREAS, DORA and DOR have recently issued regulations pertaining to the Natural Medicine Act and the County requires an appropriate amount of time to thoroughly review such regulations to determine what, if any, additional regulations can and/or need to be adopted by the County; and

WHEREAS, Prowers County does not currently have any zoning regulations addressing Healing Centers and Natural Medicine facilities and operations but is currently in process of writing zoning regulations for consideration and adoption by the Board; and

WHEREAS, in light of the foregoing, the Prowers County Board of County Commissioners ("Board") wish to institute a six-month moratorium on the submission, acceptance, processing, and/or approval for the establishment of a business that cultivates, processes, dispenses natural medicine and the establishment of any businesses, occupation, or operation for Healing Centers or Natural Medicine in Prowers County after the date of adoption of the Resolution; and

WHEREAS, this moratorium of limited duration will allow for zoning regulations and law enforcement policy to be drafted that will be consistent with both the State's objective and the needs of Prowers County; and

WHEREAS, the Board believes this moratorium to be in the best interest of the health, safety and welfare of the residents of Prowers County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO, AS FOLLOWS;

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. Temporary Moratorium and Restrictions. Upon the adoption and execution of this Resolution, a moratorium is hereby imposed. During the effective term of this Resolution, there shall be no submission, acceptance, processing, or approval of any applications/requests to Prowers County for the establishment of a business that cultivates, processes, or dispenses natural medicine or the establishment of any business, occupation, operation of Healing Centers or Natural Medicine Operations or facilities as defined by Colorado Revised Statutes. The moratorium so adopted by this Resolution shall commence upon the date of its passage and execution by the Board of County Commissioners and shall continue for a one hundred eighty (180) day period thereafter.

Section 3. Termination. This Moratorium shall terminate on the _____ day of _____ 2026, unless it is terminated at an earlier date or extended by further Resolution by the Prowers County Board of County Commissioners.

Section 4. Severability. The provisions of this Resolution are hereby declared to be severable. If any section, paragraph, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section,

paragraph, clause, or provision shall not affect any of the remaining provisions of the Resolution.

Section 5. Repealer. All prior orders, resolutions, or ordinances in conflict with this Resolution are hereby repealed, only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

PASSED AND ADOPTED this _____ day of _____2026.

THE BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY, COLORADO

_____
Roger Stagner, Chairman

_____
Ron Cook, Commissioner

_____
Ty Harmon, Commissioner

ATTEST:

By_____
Jana Coen, County Clerk

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 11/10/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for the Resolution adopting a six month temporary moratorium on processing Special Use Permit Applications for Data Center Projects.

Justification or Background:

The moratorium will be for six months to allow for Prowers County to draft and adopt regulations for data center projects.

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 _____

RESOLUTION NO. 2026-___

RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON PROCESSING SPECIAL USE PERMIT APPLICATIONS FOR DATA CENTER PROJECTS

WHEREAS, the Board has promulgated permitting guidelines in the Prowers County Zoning Regulation ("Code"), adopted on February 16, 2006 and has been amended, mostly recently on March 24, 2026; and

WHEREAS, the Board has authority to regulate the use of land and to protect and promote the health, safety, and general welfare of the present and future inhabitants of Prowers County pursuant to Colorado law. C.R.S. §29-20-101, *et seq* (Land Use Control Enabling Act); C.R.S. §30-11-101(2) (concerning the adoption and enforcement of resolutions and ordinances regarding health, safety, and welfare issues as otherwise prescribed by law); C.R.S. §30-11-107 (concerning powers of Boards of County Commissioners); C.R.S. §30-28-115 (concerning the promotion of health, safety, convenience, order and/or welfare of the community through land use regulations).

WHEREAS, Section 24 of the Code provides for the process that amendments to the Code may be made; and

WHEREAS, Prowers County's development of new data center projects has the potential for significant and broad impacts on the health, safety, and welfare of residents of Prowers County and on the environment, natural resources, and public recreation areas of Prowers County; and

WHEREAS, the Board reasonably anticipates that applications for permits to engage in development of new data center projects may be filed in Prowers County before the amended regulations can be considered and adopted; and

WHEREAS, the Board finds that this Resolution is necessary to preserve and evaluate potential broad impacts on public health, welfare, and safety of the present and future inhabitants of Prowers County and on the environment, natural resources, and public recreation areas; and

WHEREAS, the Board finds that a moratorium on processing Special Use Permit applications for efficient utilization of data center projects for six months is necessary to enable Prowers County to complete its evaluation and finalize amendments to the Code as they pertain to development of new data center projects; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Prowers County that:

1. Effective immediately upon the adoption of this Resolution, the Board shall not accept the submission of, review, or act upon any applications for the development of data center projects wholly or partially located within the unincorporated territory of Prowers County.

2. This moratorium shall expire six months from the date of this Resolution, unless terminated earlier by Board action, or by adoption of amendments to the Code, or extended to finalize amendments to the Code.

This Resolution shall be in full force and effect upon its passage and adoption.

The Chairman declared the motion carried and so ordered.

ADOPTED this ____ day of November, 2026, by the Board of County Commissioners of Prowers County, Colorado.

_____
Roger Stagner, Chairman

_____
Ty Harmon, Commissioner

_____
Ron Cook, Commissioner

ATTEST:

_____
Jana Coen, County Clerk

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Jana Coen, County Clerk

Submitted to the County Administration Office on: 10-30-2026

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Pitney Bowes NASPO ValuePoint FMV Lease Agreement with the Prowers County Clerk & Recorder to install a new SendPro 360 Postage Machine with a 60 month term at $333.24 per month to be billed quarterly at $999.72 per quarter.

Justification or Background:

Current Postage Machine in our office is outdated and no longer supported by Pitney Bowes therefore, this will be an upgrade.

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 _____

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee
PROWERS COUNTY CLERK & RECORDER

Tax ID # (FEIN/TIN)
846000796

Sold-To: Address
301 S MAIN STSTE 210, LAMAR, CO, 81052-2868, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Jana Coen	7193368011	0012368200

Bill-To: Address
301 S MAIN STSTE 210, LAMAR, CO, 81052-2868, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Jana Coen	7193368011	0012368200	jcoen@prowerscounty.net

Ship-To: Address
301 S MAIN STSTE 210, LAMAR, CO, 81052-2868, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Jana Coen	7193368011	0012368200

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWV	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSA	145 LPM Speed
1	CAABL	Cost Accounting - 100 Accounts
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HV97500	Wireless Client Kit
1	HVBA	MailCenter 1000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM1	SoftGuard - 1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYAB3	Analytics - 2 Products

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	$ 333.24	$ 999.72

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at http://www.pb.com/states or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 181369
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue
Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

October 30, 2026
Date

Sales Information

LINDSEY CAPERS	lindsey.capers@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

ATTACHMENT 4A – PITNEY BOWES FAIR MARKET VALUE LEASE TERMS AND CONDITIONS – OPTION C

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

Monthly Rate Factors:

Term:	**Lease Rate**:
24	**.0466**
36	**.0329**
48	**.0261**
60	**.0221**

Thank you for choosing Pitney Bowes products and services. These terms and the executed order (the "**Order**"), your State's Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this "Agreement").

"**PBI**" means Pitney Bowes Inc. "**Pitney Bowes**" means PBI and its subsidiaries. "**PBGFS**" means Pitney Bowes Global Financial Services, LLC, a wholly-owned subsidiary of PBU, or one of its subsidiaries. "**We**", "**our**" or "**us**" refers to the Pitney Bowes companies with whom you've entered into the Order. "**You**" or "**your**" refers to the entity identified on the Order. "**Master Agreement**" means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. "**State Participating Addendum**" means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. "**Meter**" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series, a SendPro® MailCenter, or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("**PSD**"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "**Meter Services**" means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("**CFR**"); USPS mandated processes associated with the PSD, including registration, usage reporting, audit and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. "**Equipment**" means the equipment listed on the Order, excluding any Meter or standalone software. "**Lease**" means Lease terms and conditions set out in Sections 1 through 9.

This agreement includes: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement ("**SLA**"); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. **Lease of Equipment and Provider of Leasing Services; Lease Commencement Date**

   a) If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. PBGFS provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9

below (the "**Lease Term**"). **You may not cancel this Lease for any reason, except as expressly set forth in Sections 8 or 9 below and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term. For the avoidance of doubt, only PBI can own a Meter.

b) Lease Commencement Date

(i) New Leases. If none of the Equipment on your Order includes installation, the Lease Term begins on the date the Equipment is accepted If your Oder includes installation of any Equipment (the "Install Equipment") then your Lease Term will commence on the date as of which all Equipment has been accepted.

(ii) Trade Up leases. If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been accepted, installed, then your Lease Term will commence to align with your current periodic invoice date.

(iii) Install Equipment Delays. Notwithstanding (a) and (b), if (i) PBI has been ready, willing and able to install all of the Install Equipment and (ii) 90 days have passed since the Install Equipment has shipped (the "**Install Period**") but PBI has been unable to install the Install Equipment as a result of any action or inaction by you, then the Lease Term shall commence on the last day of the Install Period. You agree that the Install Period provides you with an adequate amount of time to be able to allow PBI to install the Install Equipment and that you will take any and all actions necessary to enable the installation.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "**Periodic Payment**"). You will make each Periodic Payment by the due date shown on our invoice. Any Meter Services fees, SLA fees, software maintenance fees and subscription fees (collectively "**PBI Payments**") will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the 30 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you fail to notify us of your intent, then your Lease will terminate at the end of the Initial Term and you will return the Equipment to us.

4. WARRANTY AND LIMITATION OF LIABILITY
PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("**Loss**").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.

(c) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/state-and-local-government-solutions/states.htmlhttp://www.pitneybowes.com/us/di2000-terms.html.

(a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

(b) We warrant that any service ("**Service**") we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.

(c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident caused by you your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, loss or fluctuation of internet and/or network connectivity, fire, flood or other natural causes, and other external forces beyond our control, servicing or alteration of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons, batteries and similar items ("**Consumable Supplies**").

(g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELVES AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD-PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD-PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

(a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

i. cancel this Agreement;
ii. require you to pay to us immediately all amounts payable under the Lease then due;
iii. disable the Meter;
iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
v. if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us, and agreed to by you;
vi. charge you a 1% late charge on the outstanding balance for each month that your payment is late;
vii. charge you a check return fee for payments made by you with insufficient funds; and

viii. pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) We may suspend any services during any period that your account is more than forty-five days past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Reserved

18. Miscellaneous

(a) We will use your information in accordance with our Privacy Statement located at https://www.pitneybowes.com/us/legal/privacy-statement.html.

(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

(e) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.

(f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(h) You agree that we may deliver any invoice, notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(i) This Agreement is governed by the laws of the State of Colorado.

(j) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

(k) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000™ inserting system (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

(a) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear that results in impairment of functionality. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(b) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

21. Service Term

PBI will provide you with Service for twelve months, or if you don't have a Lease, then for the term of that agreement (as applicable, the "**Initial Service Term**"). **UPON NOTICE FROM YOU**

SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current Master Agreement hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect in the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current Master Agreement annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

(a) If your order includes a Meter, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "**Initial Term**"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, upon notice from you, the rental term and Meter Services term will renew. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. You will receive a set of more specific provisions for the Reserve Account during the application process. We may charge you a fee of up to $15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice, but at no time will those fees exceed Master Agreement pricing. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees. Your Reserve Account will be charged for the amount of postage, products and services acquired. Unless prohibited by law, you agree to pay the fees of which the Bank has given you notice, including: (i) inactivity fees not to exceed $180.00; and (iii) fees not to exceed $50.00 attributable to the return of any checks or for failure of any direct debit transactions.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, (vii) you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to imprisonment, fines, civil and criminal penalties, and assessments applicable to fraud and/or false claims against the United States. (See18 U.S.C. § 1001, 31 U.S.C. §3729 and 31 U.S.C. § 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to timely comply with this notification provision may result in the denial of a refund for any funds remaining on the Meter at the time of loss or theft. You understand that it is your obligation to comply with the rules and regulations of the USPS, including the Domestic Mail Manual, which can be located at https://pe.usps.com/DMM300/Index, and that these may be updated from time to time by the USPS.

(b) HAZMAT Requirement. You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 73459), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels

containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We will update your rates if the USPS changes the discounted rates they provide to us. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing a Meter or Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

(a) In connection with your use of a Meter or Meter Services, you may transfer funds to the USPS through a Lockbox Bank for to prepay for postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.

(b) You can make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through, including via Automated Clearing House Transfers.

(c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

(d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

(e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided pursuant to the rules and regulations governing deposit of funds for evidence of postage.

(f) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

(g) You acknowledge that you are subject to all applicable rules, regulations, and orders of the USPS, as they may be revised, and orders, and they shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PRODUCT SPECIFIC TERMS

33. Software, Subscriptions and APIs

If you are acquiring any of our On-Premise Software, On-Demand Subscription Services, Shipping 360™ API Subscription Services, or Third-Party Software, additional terms apply which are available by clicking on the applicable hyperlink located at pitneybowes.com/us/state-and-local-government-solutions/states.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand services.

34. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/state-and-local-government-solutions.html and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

35. PB-Backup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PB-Backup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PB-Backup or PC-Backup services.

36. Lockers

Notwithstanding anything else to the contrary in this Agreement, these terms apply if you are acquiring lockers.

(a) General: Your Order may include on-demand subscriptions services. You must keep the Kiosk insured against Loss, theft, damage or destruction while the Locker is in your possession.

(b) Usage Guidelines: We are not responsible for the contents of the lockers, including any contamination, leakage or other issues arising from the contents, or for proper delivery of or proper handling of those contents. You must comply with this Agreement, our published documentation and all applicable laws, regulations, and guidelines related to the handling and storage of such contents, including high-risk contents (collectively, "**Authorized Use**"). High-risk contents include items that pose a significant risk to health, safety, or the environment, such as blood and contaminated soil samples.

(c) Your Responsibility: You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. You must notify us if any lockers are being (or have been) used to handle or store high-risk contents prior to any on-site service. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are responsible for ensuring that high-risk contents are properly stored and handled within the lockers. The service technician may decline to perform any on-site service if there are any high-risk contents that are not properly stored or any unsafe conditions.

(d) Notwithstanding anything to the contrary in this Agreement, if you return the lockers to us for any reason, then you will (i) use Pitney Bowes authorized service technicians to de-install the lockers from your location, and (ii) furnish the lockers to a service carrier specified by us to pick up and ship them to us, in each case at your expense.

37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

39. ParcelPoint™ Self-Service Sending Kiosk

If you are acquiring a ParcelPoint™ Self-Service Sending Kiosk (the "**Kiosk**"), your Order may include on-demand subscription services. We are not responsible for the contents of the Kiosk and related storage units. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the Kiosk, and for the safety and security of the individuals using the Kiosk. You will use reasonable efforts to ensure that only authorized users associated with your organization may use the Kiosk. **WE ARE NOT LIABLE FOR YOUR CLIENTS' NEGLIGENT USE OF THE KIOSK.** The respective carrier carrying each package is responsible for the shipping of packages processed through the Kiosk; we are not responsible. You will provide any assistance reasonably required by us to perform the services, including timely review of plans, delivery schedules for the services, and reasonable access to your sites for services performed onsite. You will collaborate with us to facilitate development and implementation of the user interface, including terms and conditions. You must keep the Kiosk insured against Loss, theft, damage or destruction while the Kiosk is in your possession.

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 11/09/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11-3-2026 verbal poll approval of Time and Material Work Order between TK Elevator and Prowers County, Work Order is for the Prowers County Courthouse elevator repairs in the amount of $603.00 per hour and authorized County Administrator, Don Wilson to execute the Work Order.

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 _____

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Time and Material Work Order

October 23, 2026

Prowers County

Purchaser: Prowers County
Address: 301 South Main Street
Lamar, CO 81052

Location: Prowers County
Address: 301 S Main Street
Lamar, CO 81052

RE: T&M

In exchange for TK Elevator's agreement to perform the work described in this Work Order (the "Work Order"), Purchaser agrees to pay TK Elevator for that work and all travel time at the hourly rate described below, reimburse TK Elevator any additional applicable sums that TK Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse TK Elevator all parking and toll charges it incurs in connection with that work and travel, and pay TK Elevator's charge for the materials it uses to complete that work.

Summary:

Elevator	TKE ID	Description	Repair category
Elevator 1		Time and Material	Proactive

For further information, please see a detailed Scope of Work on the pages that follow.

Mechanic Rate: Six Hundred Three and 0/100 Dollars $603.00 per hour

In the event you have any questions regarding the content of this Work Order please contact me.

We appreciate your consideration.

Regards,

Chelsea White
TK Elevator Corporation
7367 S Revere Pkwy Ste 2A
Centennial CO 80112
chelsea.white@tkelevator.com

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Time and Material Work Order

Scope of Work

TK Elevator to provide troubleshooting for Elevator 1 which is currently shut down following Otis Elevator's work on the unit. It is noted a motor was replaced and subsequently burned up.

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Time and Material Work Order

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

2026-2-2183333 | TK-2026-00642031 | October 23, 2026

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincal or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such inding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Time and Material Work Order

Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of TK Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

Prowers County (Purchaser):	TK Elevator Corporation Management Approval
By: D.W.L	By: Signed by: William Behre D7CC7B4B90DE4F7...
(Signature of Authorized Individual)	(Signature of Branch Representative)
Don Wilson	
Don Wilson	William Behre
(Print or Type Name)	Sales Manager
County Administrator	
(Print or Type Title)	
11/3/26	11/2/2026
(Date of Acceptance)	(Date of Execution)

Work Order # / PO: _____

Please contact _____ to schedule work at the following phone number _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 11/09/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11/03/2026 verbal poll approval of the Repair Work Order between TK Elevator and Prowers County, Repair Work Order is for the Prowers County Annex building elevator repairs in the amount of $5,645.84, authorized County Administrator, Don Wilson to execute the Repair Work Order.

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 _____

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Repair Work Order

October 23, 2026

Prowers County Department - Social Services

Purchaser:	Prowers County	Location:	Prowers County Department - Social Services
Address:	301 South Main Street Lamar, CO 81052	Address:	1001 South Main Street Lamar, CO 81052

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Five Thousand Six Hundred Forty Five Dollars and Eighty Four Cents ($5,645.84)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
ONLY - Maxwell Building		Safety Test	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me.

We appreciate your consideration.

Regards,

Chelsea White
TK Elevator Corporation
7367 S Revere Pkwy Ste 2A
Centennial CO 80112
chelsea.white@tkelevator.com |-

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Repair Work Order

Scope of Work

Safety Test
TK Elevator will perform an annual no-load safety test per ANSI A17.1 and provide and install required test tags on the elevator(s) referenced above. These tests impose greater than normal strains on the elevator equipment and related building structure. It is agreed that while conducting these tests, TK Elevator will be held harmless for any injury to person, except employees of TK Elevator or damage to building or equipment, except equipment owned by TK Elevator.

Payment Terms

100% of the price set forth in this Work Order will be due and payable as a non-refundable initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

The price of this Work Order includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of execution of this Work Order. The price of this Work Order is subject to escalation - even after Purchaser's acceptance of this Work Order – under certain circumstances. After the date of acceptance of this Work Order and in addition to the Work Order price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Work Order occurs after any milestone mentioned earlier in this Work Order; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. When any materials and/or components applicable to the work described in this Work Order are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or charges imposed by applicable government authorities and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to such shipment.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		$5,645.84
Initial progress payment:	(100%)	$5,645.84

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Repair Work Order

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are de ined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincal or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Docusign Envelope ID: 2BAC2019-FA83-8EF6-83BD-7B6B0261A1CC

Repair Work Order

Acceptance

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

By: DWW	By: Signed by: William Behre D7CC7B4B900E4F7...
(Signature of Authorized Individual)	(Signature of Branch Representative)
Don Wilson	
Don Wilson	William Behre
(Print or Type Name)	Sales Manager
County Administrator	
(Print or Type Title)	
11/3/26	11/2/2026
(Date of Acceptance)	(Date of Execution)

Work Order # / PO: _____

Please contact _____ to schedule work at the following phone number _____

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson County Administrator

Submitted to the County Administration Office on: 11/10/2026

Return Originals to: Don Wilson County Administrator

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of accepting the County Holiday Schedule for the 2027 calendar year.

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 _____

HOLIDAYS – 2027

January 1 – Friday	New Year's Day
February 15 – Monday	Presidents' Day
March 26 – Friday	Good Friday
May 31 – Monday	Memorial Day
July 5 – Monday	Independence Day
September 6 – Monday	Labor Day
October 11 – Monday	Columbus Day
November 11 – Thursday	Veterans Day
November 24 – Wednesday	Thanksgiving Eve-Closed 12 pm
November 25 – Thursday	Thanksgiving Day
November 26 – Friday	Day after Thanksgiving
December 24 – Friday	Christmas Eve
December 31 – Friday	New Year's Eve-Closed 12 pm

Approved by BOCC:

_____ _____

Roger Stagner, BOCC Chair Date

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 11/13/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of sending a letter to Southeast Colorado Opioid Response Region 19 requesting support of the Recovery Friendly Leader's (RFL) SECOR 19 proposals to expand its Recovery Friendly Employer programming to Southeast Colorado, including Prowers County.

Justification or Background:

Support from Southeast Region 19 would help ensure Prowers County and other employers throughout the region would gain access to these valuable work place recovery resources and training opportunities.

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

November 24, 2026

Southeast Colorado Opioid Response Region 19
Fiscal agent: Crowley County
c/o Rose Pugliese
SECOR Facilitator
opioidhelpco@gmail.com

Dear SECOR 19 Advisory Board,

The Prowers County Board of County Commissioners are in support of the Recovery Friendly Leader's (RFL) SECOR 19 proposals to expand its Recovery Friendly Employer programming to Southeast Colorado, including Prowers County. RFL has committed to keeping overhead low and directing funds toward program delivery, including trainer wages, program materials and workbooks, Zoom for virtual training, and travel to and from Prowers County for in-person training and events.

RFL's services would benefit both the greater Southeast Colorado Area and Prowers County. We see particular value in bringing RFL's resources and expertise to our local workforce and business community. We hope that RFL can connect with local employers to educate them on their programs and increase awareness of the services available. Having this option available will be of great value to the community members.

Support from Southeast Region 19 would help ensure that Prowers County and other employers throughout the region have access to these valuable work place recovery resources and training opportunities. We look forward to the opportunity of getting to work with RFL to expand access to these services and support the employees who work in the Southeast Colorado Area and Prowers County.

Sincerely,

Roger Stagner_____
County Commissioner

Ty Harmon_____
County Commissioner

Ron Cook _____
County Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Anthony Letteer, PAT's

Submitted to the County Administration Office on: 11-12-2026

Return Originals to: Anthony Letteer & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 9-22-2026 verbal poll approval of submitting the 2027 5311 CDOT Grant Application totaling $411,056.00 for Prowers County Area Transit and authorizing PAT's Manager, Anthony Letteer to submit the application electronically.

Justification or Background:

Annual Grant Application for PAT's Department

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: 11/24/26

Submitter: Anthony Letteer, PATs

Submitted to the County Administration Office on: 11/16/2026

Return Originals to: Anthony Letteer & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 12/30/26

Item Title/Recommended Board Action:

Consider approval of the 2027 Colorado Department of Transportation (CDOT) Section 5311 Grant Sub Award Agreement for Prowers Area Transit (PATS), totaling $411,056.00 and authorizing BOCC Chairman, Roger Stagner to execute the Agreement electronically. The grant funding is allocated as follows: Local Match Administration (80% Federal / 20% Local) $100,000.00 / $25,000.00 Operations (50% Federal / 50% Local) $143,028.00 / $143,028.00 Totaling $243,028.00 / $168,028.00. Total Grant Project amount is $411,056.00.

Justification or Background:

The 2027 CDOT Section 5311 Grant provides essential funding for the administration and daily operations of Prowers Area Transit. This funding helps maintain safe, reliable, and accessible transportation services for Prowers County residents while reducing the financial burden on local resources.

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

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

Admin Office Internal Use

County Approvals (as needed):

Attorney 11-16-2026

Finance _____

Clerk _____

HR _____

Docusign Envelope ID: FA5C66B8-F437-8AEE-83DA-8ED171067F64

STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency
Department of Transportation

Subrecipient
Prowers County

Subaward Agreement Amount

Federal Funds-Administrative Maximum Amount (80%)	$100,000.00
Local Funds-Administrative Local Match Amount (20%)	$25,000.00
Federal Funds-Operating Maximum Amount (50%)	$143,028.00
Local Funds-Operating Local Match Amount (50%)	$143,028.00
Agreement Total	$411,056.00

Agreement Number / PO Number
27-HTR-ZL-00114 / 491004354

Agreement Performance Beginning Date
The later of the Effective Date or January 1, 2027

Initial Agreement Expiration Date
December 31, 2027

Fund Expenditure End Date
December 31, 2027

Agreement Authority
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).

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:
Leslie Ralston
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
leslie.ralston@state.co.us

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

Docusign Envelope ID: FA5C66B8-F437-8AEE-83DA-8ED171067F64

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

By: _____

Roger Stagner, County Commissioner (Chair)

Date: _____

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

_____
By: Paul DesRocher, Director-Division of Transit and Rail

Date: _____

Second Subrecipient Signature, If Needed
Prowers County

By: _____

Name: _____

Title: _____

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

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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.

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

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

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

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

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

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

I. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and

shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.

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

EXHIBIT A, STATEMENT OF WORK AND BUDGET

Project Description*	2027-5311: Admin & Operating		
Federal Awarding Agency		Federal Transit Administration (FTA)	
Year of Funding and Federal Funding Source		FFY 2026 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, 2027 (whichever is later)	
Subaward/Project Period of Performance and Budget Period End Date		December 31, 2027	
Subrecipient	Prowers County	**UEID #**	Y8C4HSXY95M6
Contact Name	Anthony Letteer	**Vendor #**	2000368
Address	200 East Hickory Street Lamar, CO 81052	**Phone #**	(719) 336-8039
Email	aletteer@prowerscounty.net	**Indirect Rate**	N/A
Total Project Budget			**$411,056.00**

Budget	WBS***	ALI	Federal Funds		Local Funds		Total
Administrative	26-11-5046.PROW.620	11.79.00	80%	$100,000.00	20%	$25,000.00	$125,000.00
Operating	26-11-4046.PROW.600	30.09.01	50%	$143,028.00	50%	$143,028.00	$286,056.00
Total Project Amount Encumbered via this Subaward Agreement							**$411,056.00**

*This is not a research and development grant.
**If the FAIN and/or Federal Award Date are not available at the time of execution of this Subaward Agreement, the information will be maintained in COTRAMS, CDOT's transit awards management system, as well as at https://www.codot.gov/programs/grants, and will be provided there to Prowers County once obtained. If the FAIN and/or Federal Award Date are provided above, the information will also be made available at https://www.codot.gov/programs/grants.
***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 2027 (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	**12/31/2027**

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, 2027.**

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, scope, or schedule changes;
   b. Scheduled milestones 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.

C. Project Budget

1. The Total Project Budget is $411,056.00. CDOT will pay no more than 80% of the eligible, actual administrative costs, up to the maximum amount of $100,000.00, and no more than 50% of the eligible, actual operating costs, up to the maximum amount of $143,028.00. 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 $100,000.00 (80%) for administrative costs and $143,028.00 (50%) for operating costs, and matching Local Funds of $25,000.00 (20%) for administrative costs and $143,028.00 (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, 2027, 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

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 on 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.

18. 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 service.

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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 Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	**Original Agreement Number** Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount	**Option Agreement Number** Insert CMS number or Other Contract Number of this Option
Federal Funds	
Maximum Amount (%) $0.00	
Local Funds	**Agreement Performance Beginning Date** The later of the Effective Date or Month, Day, Year
Local Match Amount (%) $0.00	
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. <u>For use with Option 1(A):</u> 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

By:_____

Name:_____

Title:_____

Date: _____

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:_____
Department of Transportation

Option Letter Effective Date:
_____

EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (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

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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.

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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.

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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;

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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.

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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 underlyingAgreement, 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.

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(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 Counseland 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

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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),

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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/howtocomply.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;

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(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,

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(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.

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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: 11/24/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 11/16/2026

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11/16/2026 approval of payment of bills presented for County General Fund in the amount of $1,472,016.51with a certification date of 11/17/2026

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: $1,472,016.51
DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **November 17, 2026**

	# A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	$ 73,607.89	-	-
ARPA FUND	$ -	-	-
FSA ACCOUNT	$ -	-	-
BOOKING FEES ACCOUNT	$ -	-	-
PUBLIC HEALTH AGENCY	$ 10,637.92	-	-
ROAD & BRIDGE FUND	$ 170,883.09	-	-
SALES & USE TAX FUND	$ 1,200,000.00	-	-
CONSERVATION TRUST FUND	$ 6,007.47	-	-
CAPITAL FUND	$ -	-	-
OTHER AGENCIES FUND	$ -	-	-
LODGING TAX FUND	$ -	-	-
CRMC FUND	$ 6,160.00	-	-
OPC FUND	$ 4,720.14	-	-
HARTMAN FUND	$ -	-	-
Totals	$ 1,472,016.51	$ -	$ -

DATE: November 17, 2026 _____ BOCC CHAIRMAN

DATE: November 17, 2026 _____ COMMISSIONER

DATE: November 17, 2026 _____ COMMISSIONER

DATE: November 17, 2026 _____ CLERK TO THE BOARD

Total Paid Approve To Pay	$ 1,472,016.51
AP + Fringes	$ 1,472,016.51
Total Pd Certification - Payroll	$ 1,472,016.51
Total Payroll + Fringes	$ -

Ending Check No.	79870
Beginning Check No.	79802
	1
Total Number of Checks:	69

STATE OF COLORADO }
} SS:
COUNTY OF PROWERS }

_____
Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

November 17, 2026

COUNTY GENERAL FUND - 01	**0010**		
79802-79870		$ 73,607.89	
Void # 79818 - Printing Error			
Payroll		$ -	
Total Fringes		$ -	**Total $ 73,607.89**
ARPA	**0018**		
		$ -	
			Total $ -
ROAD & BRIDGE FUND - 02	**0020**		
		$ 170,883.09	
Payroll		$ -	
Fringes		$ -	**Total $ 170,883.09**
FSA (Cafeteria) 552	**0552**		
		$ -	
		$ -	**Total $ -**
Sheriff's Booking Fees	**0675**		
		$ -	
			Total $ -
SALES & USE TAX FUND - 03	**0900**		
		$ 1,200,000.00	
			Total $ 1,200,000.00
CONSERVATION TRUST FUND - 06	**0130**		
		$ 6,007.47	
			Total $ 6,007.47
CAPITAL FUND - 07	**0100**		
		$ -	
		$ -	**Total $ -**
OTHER AGENCIES FUND- 08			
		$ -	
		$ -	**Total $ -**
LODGING TAX - 09	**0014**		
		$ -	
Payroll		$ -	
Total Fringes		$ -	**Total $ -**
PUBLIC HEALTH AGENCY - 11	**0676**		
		$ 10,637.92	
Payroll		$ -	
Total Fringes		$ -	**Total $ 10,637.92**
CRMC - 13	**0016**		
		$ 6,160.00	
Payroll		$ -	
Total Fringes		$ -	**Total $ 6,160.00**
OPC - 14	**0017**		
		$ 4,720.14	
Payroll		$ -	
Total Fringes		$ -	**Total $ 4,720.14**
HARTMAN WATER - 15			
		$ -	
			Total $ -
			GRAND TOTAL $ 1,472,016.51

Paula Gonzales, Finance Director

Prowers County, CO

Check Register

Packet: APPKT00379 - 103.11.2026 AP 11/17/2026

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	11/17/2026	Regular	0.00	95.00	79803
ATS1	Ace Tire Service LLC	11/17/2026	Regular	0.00	3,320.55	79804
AEMW	AEMW LLC	11/17/2026	Regular	0.00	8,900.00	79805
AgriTech (Knudsen)	Agri Tech LLC	11/17/2026	Regular	0.00	5,398.64	79806
MEJIA	Amairini Vanessa Mejia	11/17/2026	Regular	0.00	200.00	79807
AMAZON	Amazon Capital Services	11/17/2026	Regular	0.00	475.34	79808
AVA1	Ark Valley Auto Service	11/17/2026	Regular	0.00	355.00	79809
ARKVALL	Arkansas Valley Accumed	11/17/2026	Regular	0.00	1,428.50	79810
ATM1	Atmos Energy	11/17/2026	Regular	0.00	107.54	79811
AXIOM	Axiom Human Resource Solutions, Ir	11/17/2026	Regular	0.00	93.23	79812
KOEHN	Barbara Koehn	11/17/2026	Regular	0.00	363.84	79813
BWS1	Bristol Water & Sanitation District	11/17/2026	Regular	0.00	65.00	79814
CINTASCORP	CINTAS CORPORATION NO. 2	11/17/2026	Regular	0.00	2,853.28	79815
LEF1	City of Lamar	11/17/2026	Regular	0.00	344.86	79816
LAM1	City of Lamar	11/17/2026	Regular	0.00	20,807.67	79817
	Void	11/17/2026	Regular	0.00	0.00	79818
VEN01169	COLORADO PARKS AND WILDLIFE- FI	11/17/2026	Regular	0.00	52.00	79819
DEL1	Coloradoland Tire & Service	11/17/2026	Regular	0.00	57.50	79820
CMC1	Consolidated Management Compan	11/17/2026	Regular	0.00	14,403.20	79821
VEN01154	CORA LAUGHLIN	11/17/2026	Regular	0.00	181.92	79822
POD1	Darrell E. Pool	11/17/2026	Regular	0.00	344.89	79823
DELL1	Dell Marketing L.P.	11/17/2026	Regular	0.00	749.96	79824
DEL2	DeLoach's Water Conditioning Inc.	11/17/2026	Regular	0.00	149.50	79825
RUSSELL	Dorothy Russell	11/17/2026	Regular	0.00	303.20	79826
EXPTOLL	E-470 PUBLIC HIGHWAY AUTHORITY	11/17/2026	Regular	0.00	13.45	79827
ELE1	Electra Pro LLC	11/17/2026	Regular	0.00	462.30	79828
GOBINS	Gobin's Inc.	11/17/2026	Regular	0.00	221.94	79829
GSD1	Granada School District RE-1	11/17/2026	Regular	0.00	10,177.75	79830
GRANITE	Granite Telecommunications, LLC	11/17/2026	Regular	0.00	590.76	79831
GREAT1	Great Plains Security	11/17/2026	Regular	0.00	257.00	79832
THEHOME	HD Supply formerly HD Pro	11/17/2026	Regular	0.00	375.41	79833
VEN01079	Jo Ann Medina	11/17/2026	Regular	0.00	242.56	79834
VEN01050	KALMA CONSTRUCTION LLC	11/17/2026	Regular	0.00	6,334.00	79835
KIMB1	Kimball Midwest-	11/17/2026	Regular	0.00	626.02	79836
LAP1	Lamar Auto Parts	11/17/2026	Regular	0.00	74.71	79837
LBM1	Lamar BMS	11/17/2026	Regular	0.00	398.97	79838
VEN01080	Margaret Foster	11/17/2026	Regular	0.00	242.56	79839
LONGORIA-CLEANING	Margaret Longoria	11/17/2026	Regular	0.00	800.00	79840
VEN00953	Melissa Ruddick	11/17/2026	Regular	0.00	60.64	79841
MHC1	MHC Kenworth	11/17/2026	Regular	0.00	209.78	79842
CART1	Mikki Cartwright	11/17/2026	Regular	0.00	223.61	79843
Mirage	Mirage Technologies	11/17/2026	Regular	0.00	4,877.83	79844
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLUT	11/17/2026	Regular	0.00	38.40	79845
VEN01176	NICOLE MALILLANI MELENDEZ OROZ	11/17/2026	Regular	0.00	200.00	79846
VEN00983	OLDCASTLE SW GROUP INC (UNITED	11/17/2026	Regular	0.00	113,747.76	79847
JIMENEZ	Paul Jimenez	11/17/2026	Regular	0.00	454.80	79848
PZI1	Pfizer, Inc	11/17/2026	Regular	0.00	2,862.19	79849
GRAHAM	Phillip Graham	11/17/2026	Regular	0.00	5,514.58	79850
PITSTOPLLC	PIT STOP, LLC	11/17/2026	Regular	0.00	41,766.30	79851
PLAINS	Plains Disposal, LLC	11/17/2026	Regular	0.00	160.00	79852
PRC1	Prowers County	11/17/2026	Regular	0.00	1,200,000.00	79853
RSC3	Ranchers Supply of Lamar LLC/Ranch	11/17/2026	Regular	0.00	392.80	79854
RGR1	Reyman's Grocery	11/17/2026	Regular	0.00	202.43	79855
RPI1	Robinson Printing	11/17/2026	Regular	0.00	51.75	79856

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SALTL	Salt Lake Wholesale Sports	11/17/2026	Regular	0.00	1,026.00	79857
SECPA	Southeast Colorado Power Associati	11/17/2026	Regular	0.00	1,012.49	79858
PECK	Terri Peck	11/17/2026	Regular	0.00	243.56	79859
COLE	Thelma Cole	11/17/2026	Regular	0.00	367.63	79860
THINAIR	ThinAir Communications, Inc.	11/17/2026	Regular	0.00	5,046.25	79861
TRANS1	Transwest Truck Trailer RV	11/17/2026	Regular	0.00	517.02	79862
TCF1	Tri-County Ford	11/17/2026	Regular	0.00	846.28	79863
URS1	UBEO Business Services	11/17/2026	Regular	0.00	150.94	79864
VER1	Verizon Wireless	11/17/2026	Regular	0.00	343.20	79865
VIA1	Viaero Wireless	11/17/2026	Regular	0.00	401.24	79866
VEN01078	Vickie Parker	11/17/2026	Regular	0.00	310.78	79867
WAG1	Wagner Equipment Co	11/17/2026	Regular	0.00	5,038.00	79868
WAL1	Wallace Gas & Oil Inc	11/17/2026	Regular	0.00	1,398.80	79869
WILLOW	Willow Creek Pharmacy	11/17/2026	Regular	0.00	27.75	79870

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	152	67	0.00	1,469,360.86
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	152	**68**	**0.00**	**1,469,360.86**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2026	1,469,360.86
			1,469,360.86

Prowers County, CO

Check Register

Packet: APPKT00378 - SUTA EFT Corrected Entry

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						
CST2	Colorado State Treasurer	10/31/2026	Regular	0.00	2,655.65	79802

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,655.65
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
	1	**1**	**0.00**	**2,655.65**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	10/2026	2,655.65
			2,655.65

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 11/16/2026

Return Originals to: Paula Gonzales & Jana Coen

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 11/13/2026 email poll approval for Resolution 2026-13 to Transfer Revenue between funds from Sales Tax Fund to General Fund in the amount of $1,200,000.

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 _____

RESOLUTION TO TRANSFER REVENUE BETWEEN FUNDS

Resolution No. 2026-13

A resolution transferring sums of money to the various funds and spending agencies for Prowers County, Colorado, for the 2026 budget year.

WHEREAS, the Board of County Commissioners has adopted the annual budget in accordance with the Local Government Budget Law, on December 8, 2025, and;

WHEREAS, the Board of County Commissioners has made provision for revenues in the various funds, and;

WHEREAS, it is sometimes necessary to transfer revenues from one fund to another, and;

NOW, THEREFORE, LET IT BE RESOLVED by the Board of County Commissioners of Prowers County, Colorado:

That the following sums are hereby transferred from the revenue of each fund, to each fund:

	Debit	Credit
Sales Tax Fund ACCT #0900	$1,200,000	
General Fund ACCT #0010		$1,200,000

ADOPTED this 13th day of November 2026

Roger Stagner, Chairman

ATTEST:

County Clerk

Ty Harmon, Vice-Chairman

Ron Cook, Commissioner

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 11/3/26

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 Agreement for Employment of Legal Counsel between the Prowers County Department of Human Services and Donald Steerman, Esq. as a managing attorney for Steerman Law Offices for the purposes of conflict counsel from January 1, 2027 through December 31, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contract.

Justification or Background:

Fiscal Impact:

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

Approved by the County Attorney on: 11-16-2026

Additional Approvals (if required):

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

THANK YOU!

AGREEMENT FOR EMPLOYMENT OF LEGAL COUNSEL

AGREEMENT made effective on the 1st day of January, 2027 through the 31st day of December, 2027, between the **DEPARTMENT OF HUMAN SERVICES OF THE COUNTY OF PROWERS, STATE OF COLORADO, "Department",** P.O. Box 1157, Lamar, CO 81052 and **DONALD L. STEERMAN, Esq. as a managing attorney for STEERMAN LAW OFFICES d/b/a STEERMAN & CLARK, "Attorney",** 200 West Elm Street, P. O. Box 390, Lamar, Colorado 81052.

W I T N E S S E T H:

WHEREAS, the Employer requires the services of an attorney for legal advice and assistance in legal matters concerning social services, assistance payments, and administrative matters, including actions under the Children's Code in district and appellate courts, and including matters concerning child support enforcement and collection in which the Department is interested, is petitioner, or intervenes pursuant to the Departments duties in regards to child welfare; adult protection; as the child support collection entity or any other duties the Department may have.

WHEREAS, the Attorney has provided such services and is willing to continue to provide such services in accordance with the rules and regulations of the Department, and upon the conditions herein set forth; now, therefore,

THE PARTIES MUTUALLY AGREE:

1. That the Attorney is retained as County Social Services Attorney for the Prowers County Department of Social Services at the rate of $185.00 per hour. This rate is to be charged for attorney time and includes all overhead charges, and charges for the ancillary services of typists, secretaries, paralegals, and other personnel.

2. That the Attorney may charge at costs for non-office related expenses, including copy charges, long distance telephone calls, legal service fees, out of town mileage at 67 cents per mile, etc.

3. That payments shall be made monthly to the Attorney upon receipt of an itemized billing for reasonable costs incurred pursuant to this Agreement.

4. That in the event the Attorney violates any provision of this Agreement, the Department may withhold payment for services provided during the period affected by the violation, until such time as the violation has been remedied to the satisfaction of the Department.

5. That the Attorney shall maintain such records as are deemed necessary pursuant to the State Department's Rules to ensure a proper accounting for all costs incurred in accordance with the terms of this Agreement. These records shall be made available for audit purposes to the State Department of Social Services, or any authorized representative of the State of Colorado. The Attorney shall make financial and other reports as requested by the County or State Department of Social Services.

6. That the Attorney shall serve at the pleasure of the Department, and either party in this agreement may terminate the same upon thirty (30) days written notice. This agreement shall be renewed annually unless terminated as provided for herein.

7. This Agreement is personal to the parties and may not be assigned without the written consent of the other party, however, the Attorney may assign a member or associate attorney employed by the firm to a case or cases or to fill in for court hearings.

8. No official or employee of Prowers County shall directly or indirectly receiver be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. The Attorney warrants that it has not retained any company or person (other than a bona fide employee working solely for Attorney) to solicit or secure this Agreement, and that Attorney has not paid or agreed to pay any company or person, (except for a bona fide employee working solely for Attorney), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Attorney. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

9. Any monetary obligation the Prowers County is subject to appropriation as provided for by law. Prowers County shall give Attorney 30 days-notice of non-appropriation and this contract shall terminate upon the expiration of the notice. In the event of non-appropriation, Prowers County agrees that Attorney may withdraw from any and all cases pending before the court without objection by Prowers County.

10. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Prowers County, Colorado.

11. The Attorney shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Attorney nor any agent or employee of the Attorney shall be deemed to be an agent or employee of the Department. The Attorney shall comply with the provisions of CRS 8-17.5-101 *et.seq.* and 24-76.5-101.

12. The attorney shall not discriminate on the basis of race, sex, age, or creed, or natural origin.

13. This agreement is binding on the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature.

LANIE MEYERS-MIRELES
COUNTY DIRECTOR

Roger Stagner, Chairman
Prowers County Commissioners

STEERMAN LAW OFFICES, PLLC

By: Lance P. Clark
LANCE P. CLARK, #52108

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Department of Human Services

Submitted to the County Administration Office on: 11/10/26

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 Independent Contractor Agreement with Lisa Neuhold-Farmer for Chief Financial Officer services with the Department of Human Services from January 1, 2027 through December 31, 2027 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the Contract.

Justification or Background:

Fiscal Impact:

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

Approved by the County Attorney on: 11-16-26

Additional Approvals (if required):

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

THANK YOU!

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is effective beginning the 1st day of January, 2027, and is by and between the Board of County Commissioners of Prowers County ("Prowers County"), and Lisa Neuhold-Farmer ("Contractor"), 108 W. Chestnut St., Lamar, CO 81052.

WHEREAS, Prowers County desires to contract with Contractor to perform financial and accounting services as the Chief Financial Officer ("CFO") for the Prowers County Department of Human Services ("Department") in accordance with the terms of this Agreement; and

WHEREAS, Contractor desires to perform financial and accounting services as the CFO for the Department on an independent contractor basis as set forth in this Agreement,

NOW THEREFORE, in consideration for the mutual promises made herein, Prowers County and the Contractor agree as follows:

1) Scope of Service

The Chief Financial Officer will agree to provide the following:

- Budget: Performs the yearly budget for the Department of Human Services and H3C
- CFMS: Reconciles the State information in CFMS with data in CYMA
- Financial Statements: Prepares monthly and yearly financial statements for the Board of Human Services; for the County Auditor; and for the State of Colorado
- Grants: Performs financial reconciliation of all grants awarded to the Department of Human Services
- CYMA: Reconciles financial information in CYMA; including Accounts Receivable, Accounts Payable, Inventory, and General Ledger for DHS and H3C
- Reports: Prepares monthly MSR reports for the Board of County Commissioners, and a Publication report for the newspaper; prepares State and Federal reports as requested
- Welcome Home Center: Prepares the budget, financial reports, and reconciliation processes for the Welcome Home Center Child Care Center
- Treasurer: Reconciles the monthly Treasurer report; Settlements from State, Settlements from Medicaid; and other EFT due in for Department of Human Services, as well as H3C

2. Compensation: Prowers County shall pay the Contractor as follows: A flat fee of $4,725.00 per month to perform financial and accounting services for the Prowers County Department of Human Services.

Payment pursuant to this Agreement shall be made as a flat fee, in whole or in part, from available funds per month. Payment shall be made on or before the 10th day of each month for the prior month's services.

Contractor will provide all necessary financial and accounting services for the Department during the term of the agreement within available contracted funds.

Upon advance written approval by the Department Director, Contractor will be reimbursed for the following expenses upon presenting adequate receipts:

a) Mileage to any meetings or trainings, including annual conference, will be reimbursed at the current Prowers County rate.

b) Any out of town meals required for meetings and trainings related to Department business will be reimbursed in accordance with the per diem rates currently utilized by Prowers County Department of Human Services.
c) Any lodging required for out of town meetings and trainings pertaining to Department business will be reimbursed at the actual cost of lodging with a receipt required.
d) Prowers County will provide to Contractor IT support.

Reimbursement for mileage, meetings or trainings will be limited to no more than five (5) monthly Financial Officers Group (FOG) meetings, four (4) quarterly regional accountant meetings, annual conference, annual accountant/auditor training, and no more than one (1) State training. Any travel, trainings or meetings in excess of the abovementioned will be the responsibility of the Contractor, and will not be considered reimbursable.

3. Available Funds: This contract is subject to and contingent upon the continuing availability of budgeted agency funds and the continuing availability of state and federal funds for the purposes hereof.

4. Term: The term of this Agreement shall be for twelve (12) months beginning January 1, 2027 and continuing through December 31, 2027.

Either party may terminate this agreement with thirty (30) days' prior written notice to the other party. The flat fee of $4,725.00 per month will be prorated to the date of termination, if applicable.

5. Relationship: The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee of Prowers County, nor is Contractor entitled to Prowers County employment benefits.

CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT.

6. Work Product: Any data, reports, documents, or information provided by Prowers County to the Contractor during the performance of services under this Agreement and any reports or other writings required under the services of this Agreement shall be and remain the sole property of Prowers County at all times. Contractor will maintain confidentiality of all records as required by law.

7. Indemnification and Insurance: Contractor shall indemnify and hold harmless Prowers County from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor in the performance of the services by Contractor.

8. Civil Rights Compliance: Contractor certifies that Contractor is in compliance with State and Federal statutes regarding Civil Rights.

9. Assignment: This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign Agreement in whole or in part without prior written consent of Prowers County.

10. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

11. Modification: This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

12. Statutory County. Prowers County, Colorado, which is a statutory county in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

13. Venue. Jurisdiction for any dispute under this agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado, and the Court shall award to Prowers County, if it is the substantially prevailing party, its attorney fees, expert witness fees, court costs and any other litigation expense.

14. Illegal Aliens. Contractor certifies that Contractor shall comply with the provisions of C.R.S. 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that Contractor (i) has verified that Contractor does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., Prowers County may terminate this contract for breach and Contractor shall be liable for actual and consequential damages to Prowers County.

15. Officials Not To Benefit. No official or employee of Prowers County shall directly or indirectly receive or be paid any share or part of this Agreement or any benefit that may arise therefore in violation of Article 29 of the Colorado Constitution. Contractor warrants that Contractor has not retained any company or person (other than a bona fide employee working solely for Contractor) to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay to any company or person, (other than a bona fide employee working for Contractor), any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of this Agreement to Contractor. Upon discovery of any breach or violation of this provision, Prowers County shall have the right to terminate this Agreement.

Breach of Contract. A breach of this Agreement shall include, but is not limited to:

- Failure to perform any material obligation under the Agreement;
- Failure to comply with applicable federal, state, or local laws, regulations, or requirements;
- Submission of false, fraudulent, or materially inaccurate reports, invoices, or documentation;
- Failure to meet required performance standards or deliverables;
- Misuse of public funds or failure to maintain required records;
- Failure to cure any material default within thirty (30) days after written notice from the County, unless a shorter period is required due to health, safety, or legal concerns.

Remedies. Upon a breach, the County may, in addition to any other remedies available by law or equity:

- Require corrective action;
- Withhold payments;
- Recover overpayments or damages;
- Suspend performance;
- Terminate the Agreement for cause;
- Seek any other remedy authorized by law.

CONTRACTOR
Lisa Neuhold-Farmer

By: Lisa Farmer
Address:
108 W. Chestnut St., Lamar, CO 81052

BOARD OF COUNTY COMMISSIONERS
OF PROWERS COUNTY

By: _____
CHAIRMAN

PROWERS COUNTY
DEPARTMENT OF HUMAN SERVICES

By: _____
DIRECTOR

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/20

Submitter: Meagan Hillman PCPHE

Submitted to the County Administration Office on: 11/9/26

Return Originals to: PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: 11/24/26

Item Title/Recommended Board Action:

Consider approval of a continued Inter-Agency Partnership Memorandum of Understanding between Kit Carson County Department of Public Health and Environment and Prowers County Public Health regarding WIC Program Services and authorizing BOCC Chairman, Roger Stagner and Public Health Director, Meagan Hillman to execute the MOU.

Justification or Background:

This is how we continue WIC by partnering with KC County to provide Director services. Our county expends no 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 11-16-2026

Finance _____

Clerk _____

HR _____

11/4/26
WIC
PH

BOARD OF COUNTY COMMISSIONERS
KIT CARSON COUNTY
PO BOX 160
BURLINGTON CO 80807-0160
kccadmin@kitcarsoncounty.org
PH: 719-346-8133 (150)
FX: 719-346-7242

Stan Hitchcock,
District 1 Commissioner
Cory Wall,
District 2 Commissioner
David L. Hornung,
District 3 Commissioner

DATE: November 4, 2026

Fund: 025 Public Health

Department: 027 - WIC

DESCRIPTION: MOU

This MOU establishes a framework for collaboration and partnership between Agencies that hold separate COWIC contracts, Kit Carson County Department of Public Health and Environment WIC Department and Prowers County Public Health WIC Program in providing a Regional WIC Director/High-Risk Counselor, breastfeeding coordinator, and back up support to standard WIC procedures.

Effective: October 1, 2026, with 30 days written notice to terminate

No funds will be exchanged

Cory Wall, Chairman

David L. Hornung, Commissioner

Stan Hitchcock, Commissioner

Inter-Agency Partnership Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this **10.1.2026** between:

Kit Carson County Department of Public Health and Environment
WIC Department
252 S 14th Street
Burlington, CO 80807

AND

Prowers County Public Health
WIC Department
1001 S. Main Street
Lamar, CO 81052

This MOU delineates the terms, conditions, and responsibilities for activities related to implementing the required service standards for the Colorado WIC Program (COWIC) at the Colorado Department of Public Health & Environment (CDPHE).

A. Purpose

This MOU establishes a framework for collaboration and partnership between Agencies that hold separate COWIC contracts, Kit Carson County Department of Public Health and Environment WIC Department, and Prowers County Public Health and Environment (PCPHE) WIC Program, hereinafter the Parties, in providing a Regional WIC Director /High-Risk Counselor, breastfeeding coordinator, and back-up support to standard WIC procedures.

The Parties agree that the actions/services supported by the proposed Partnership will improve:

- COWIC client experience and customer service/access to services.
- Expansion of existing or new inter-agency collaboration.
- Strategic use of funding to maximize the impact and efficiency of resources/operations.
- Agency infrastructure to drive COWIC leadership and partnership potential.

The objective is to implement a work plan that shares support and expertise to ensure continuous access to and high-quality services for COWIC participants in both regions, which is mutually beneficial to the Parties. The Parties may collectively hold one or more COWIC contracts to receive annual funding.

B. Scope of Work

The Parties agree to adhere to the duties and responsibilities outlined in the attached Addendum specific to their respective roles.

C. Supervision of WIC Staff

1. **[Kit Carson County DPHE/WIC Department]** agrees to provide supervision and oversight for **Prowers County WIC Program.** WIC staff are specific to Program-related duties and tasks only. According to the Local Staffing policy. (Attachment)
2. **Prowers County** agrees to cooperate with Kit **Carson County DPHE** in facilitating access to its WIC staff members and providing necessary support and resources to ensure the success of collaborative initiatives.
3. The Parties will work collaboratively to define the WIC staff's roles, responsibilities, and expectations.
4. **Kit Carson County DPHE** will ensure that all Program staff in both agencies adhere to relevant policies, procedures, and service standards outlined in the COWIC contract.
5. **Kit Carson County DPHE** agrees to complete chart reviews annually for the Program staff person(s) and at least one observation for performance review purposes.
6. **Kit Carson County DPHE** pledges to provide a written summary of the job performance of WIC staff members to **Prowers County** leadership before the staff member's annual review, ensuring a comprehensive evaluation process.
7. **Prowers County** will assume responsibility for supervising their employees as the WIC staff person(s), ensuring the integration of the WIC job performance summary into the annual review process, and following through with the yearly review.
8. **Prowers County** will collaborate with the **Kit Carson County DPHE** WIC Director to establish and implement performance corrective action steps as necessary.
9. **Prowers County** will accept and allow the **Kit Carson County DPHE** WIC Director to offer guidance, support, and feedback to the **Prowers County WIC** staff person(s) for the Program-specific aspects of their WIC tasks.
10. **Prowers County** will ensure the implementation of any necessary job improvements and will ultimately be held responsible for the level and quality of program service provided by their agency.
11. **Prowers County** collaborates with Kit Carson County DPHE counterparts to synchronize supervision strategies, fostering alignment with COWIC service standards and policies. This Partnership entails ongoing communication and leadership engagement between the agencies.
12. Unless otherwise noted in this Agreement, both parties shall be responsible for their referral management and all other Program service standards.

D. Termination and Amendments

This MOU will take effect upon the signature of authorized signatories for each of The Parties.

Either Party may terminate this MOU with or without cause with thirty (30) days' advance written notice to the other Party unless there is a failure to perform the duties and

responsibilities by either party in Section B. Termination for any reason shall be communicated in writing to COWIC at CDPHE within thirty (30) days.

The Parties acknowledge and consent that the terms of this MOU are contingent upon the annual allocation of funds by CDPHE. In the event of insufficient funding, the Agreement may be terminated without any liability to any parties involved.

E. Indemnification / Compliance with Law:

a. During the term of this MOU, the Parties agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

b. Notwithstanding any other provision to the contrary, no term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the negligence of either Party, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of C.R.S. § 24-10-101, et seq., and the risk management statutes, C.R.S. §24-30-1501, *et seq.*, as now or hereafter amended.

F. Confidentiality of COWIC Information:

The Parties agree to comply with all Program data use policies and procedures defined in the COWIC Program Policies & Procedures manual.

G. Other:

a. This MOU constitutes the entire agreement between The Parties and supersedes all prior and contemporaneous agreements, representations, and understandings between The Parties. No variation or modification of this MOU and no waiver of any of the MOU's provisions or conditions shall be binding unless made in writing and signed by duly authorized owners, principals, or officers of the Parties.
b. This MOU shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. Any delegation or assignment of this MOU by either party without the prior written consent of the other party shall be void. This MOU shall be governed by and construed according to the laws of the State of Colorado.
c. The subject headings of this MOU's paragraphs are included for convenience only and shall not affect the construction or interpretation of its provisions.

H. Notice and Correspondence

All notices of this Agreement shall be in writing and addressed to:

Kit Carson County Department of Public Health and Environment
WIC Department
252 S 14th Street
Burlington, CO 80807

Prowers County Public Health
WIC Department
1001 S. Main Street
Lamar, CO 81052

Attachment A: Local Staffing Policy.
Attachment B Partnership Responsibilities.

IN WITNESS WHEREOF, the Parties have executed the MOU to be effective on the date first written above.

10.27.24

PH Director
Kit Carson County DPHE

PH Director
Prowers County Public Health

X 11-4-24

Kit Carson County Board of County Commissioners Chair

Prowers Board of County Commissioners Chair

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 11/16/26

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: 11/30/26

Item Title/Recommended Board Action:

Consider approval of In-Kind Lease Agreement between Prowers County and Arkansas Valley Resource Center for use of room B12 in the Annex building for Domestic Resource Services for a term of one (1) year, beginning January 1, 2027 and expiring on December 31, 2027.

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 11-16-2026

Finance _____

Clerk _____

HR _____

IN-KIND LEASE AGREEMENT

This In-Kind Lease Agreement ("Agreement") is entered into by and between **Prowers County, Colorado** ("Lessor") and **Arkansas Valley Resource Center** ("Lessee").

1. Premises
Lessor hereby grants Lessee permission to occupy and use Room B12 located at the Prowers County Annex, 1001 S. Main St., Lamar, CO 81052 ("Premises").

2. Term
This Agreement shall commence on January 1, 2027, and shall terminate on December 31, 2027, unless terminated earlier in accordance with this Agreement. This Agreement is intended to be renewed annually upon mutual agreement of both parties.

3. Consideration (In-Kind Use)
This is an in-kind lease agreement, and no monetary rent shall be exchanged. The consideration for this Agreement is based on the mutual benefit provided through Lessee's services to the community.

4. Use of Premises
Lessee agrees to use the Premises solely for purposes consistent with its mission and in a manner that does not interfere with the operations of the Prowers County Annex or other occupants.

5. Building Policies and Security
Lessee agrees to abide by all Prowers County Annex Building Security Policy (see attached), including any updates or amendments thereto.

6. Keys and Access
Keys to the Premises will be issued by a designated representative of Prowers County.
• Lessee is responsible for safeguarding all issued keys and will not distribute keys to anyone not employed by Lessee.
• Keys must not be duplicated or shared.
• All keys must be returned to the designated County representative upon termination or expiration of this Agreement.

7. Termination
This Agreement may be terminated by either party, with or without cause, by providing thirty (30) days written notice to the other party.

8. Condition of Premises
Lessee agrees to maintain the Premises in a clean, safe, and orderly condition and to return the space in substantially the same condition as received, normal wear and tear excepted.

9. Liability
Lessee agrees to be responsible for its operations within the Premises and to comply with all applicable laws, regulations, and policies.

10. Entire Agreement
This document constitutes the entire agreement between the parties and may only be modified in writing, signed by both parties.

Agreed upon this 24th day of November 2026, by the Board of County Commissioners of Prowers County, Colorado.

_____
Roger Stagner, Chairman

_____
Ty Harmon, Vice-Chairman

_____
Ron Cook, Commissioner

ARKANSAS VALLEY RESOURCE CENTER

By: Brooke Leonard Date Nov 16, 2026
Brooke Leonard (Nov 16, 2026 09:33:22 MST)

ATTEST:

_____
Jana Coen, County Clerk

Ark Valley Resource lease

Final Audit Report 2026-11-16

Created:	2026-11-13
By:	Don Wilson (dwilson@prowerscounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAANkZ40ma9t33xgjf92vBkpZhnX1ZcpFHz

"Ark Valley Resource lease" History

Document created by Don Wilson (dwilson@prowerscounty.net)
2026-11-13 - 10:12:30 PM GMT

Document emailed to avresourcecenter@gmail.com for signature
2026-11-13 - 10:12:57 PM GMT

Email viewed by avresourcecenter@gmail.com
2026-11-16 - 4:31:40 PM GMT

Signer avresourcecenter@gmail.com entered name at signing as Brooke Leonard
2026-11-16 - 4:33:20 PM GMT

Document e-signed by Brooke Leonard (avresourcecenter@gmail.com)
Signature Date: 2026-11-16 - 4:33:22 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-11-16 - 4:33:22 PM GMT

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson County Administrator

Submitted to the County Administration Office on: 11/16/26

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date: 11/30/26

Item Title/Recommended Board Action:

Consider approval of Purchase Contract Agreement and Master Services Agreement between Prowers County and Time Clock Plus, (TCP) LLC, total contract amount $21,462.89.

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 10-22-2026

Finance _____

Clerk _____

HR _____

TIMECLOCK PLUS, LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q065482

CONTRACT START DATE : 12/01/2026

CLIENT INFORMATION

Shipping Method: UPS Ground

Purchased for: Prowers County, Colorado
Bill To: Prowers County, Colorado

Billing Address: 301 S Main St Stc 300
Lamar, Colorado 81052
United States

Billing Contact Name: Jaelin Parker

Billing Contact Email: jparker@prowerscounty.net

Billing Contact Phone: (719) 336-8027

Contract Contact Name: Don Wilson

Contract Contact Email: dwilson@prowerscounty.net

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
84 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
TIMECLOCK PLUS ENTERPRISE LICENSE (ANNUAL)	$45.00	250	RECURRING	$11,250.00
HARDWARE SUPPORT & MAINTENANCE	$1,419.93	1	RECURRING	$1,419.93
RDT + FINGERPRINT + CAMERA	$2,309.08	3	ONE-TIME	$6,927.24
BATTERY BACKUP	$0.00	3	ONE-TIME	$0.00
POWER OVER ETHERNET (POE)	$0.00	3	ONE-TIME	$0.00
HARDWARE S&H	$65.72	1	ONE-TIME	$65.72
TIMECLOCK PLUS IMPLEMENTATION SERVICES (PREPAID HOURS)	$0.00	58	ONE-TIME	$0.00
ALADTEC ENTERPRISE LICENSE (ANNUAL)	$45.00	40	RECURRING	$1,800.00
ALADTEC IMPLEMENTATION SERVICES (PREPAID HOURS)	$0.00	8	ONE-TIME	$0.00

SUBTOTAL	$21,462.89
TAXES	$0.00
GRAND TOTAL	$21,462.89
CURRENCY	USD

QUOTE EXPIRATION DATE : 12/03/2026

SPECIAL TERMS: OMNIA CONTRACT NO R250903

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") attached hereto.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client		**TimeClock Plus, LLC**	
By:		**By:**	Whitney Leifeste
Name:		**Name:**	Whitney Leifeste
Title:		**Title:**	Sr Director / General Counsel

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TCP Master Services Agreement

THIS TCP MASTER SERVICES AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and Prowers County, Colorado, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Data Processing Addendum" means TCP's Data Processing Addendum located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.6 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.7 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.8 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.9 "Initial Term" has the meaning set forth in Section 10.

1.10 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.11 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.12 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.13 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.14 "Privacy Policy" means TCP's Global Data Privacy Policy located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.15 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.16 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.17 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.18 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.19 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.20 "Term" has the meaning set forth in Section 10.

1.21 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at http://www.tcpsoftware.com/legal.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement and pursuant to the TCP Data Processing Addendum. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (*e.g.*, human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by

applicable law. TCP is prohibited from selling Personal Data under any circumstances and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the TCP Data Processing Addendum. The TCP Data Processing Addendum contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such

unauthorized access. TCP's notification of or response to any security incident under this Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

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5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under the Colorado Open Records Act Law, under a subpoena, or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its

confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the

status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users in excess of the Active License count can be added at any time during a calendar month and will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges, if applicable, will be equal to the amount stated in the applicable Order Form.

8.5 After the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. Client will not be required to pay such taxes once a valid tax exemption certificate is provided to TCP.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination.

11.1 Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

11.2 Termination for Non-appropriations. In jurisdictions where a clause such as this 11.2 is required by law, then notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and

with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP,

and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP

DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 **Reserved.**

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 3 (Data Security), Section 4 (Data Privacy), Section 5 (Confidential Information) and Section 19.2 (TCP's Intellectual Property Indemnity), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim. For all other claims, TCP's aggregate liability shall not exceed TCP's insurance coverage limits.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email

(provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Reserved.

28. Reserved.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Colorado, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the event of a conflict between any of the aforementioned documents, the following order of priority shall control: 1) the Data Processing Addendum, 2) the Privacy Policy, 3) the Order Form, 4) this Agreement, 5) the Service Level Agreement, then 6) the Hardware Support and Maintenance Agreement (if applicable). The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

Accepted by:

Client		**TimeClock Plus, LLC**	
By:	_____	By:	Whitney Leifeste
Name:	_____	Name:	Whitney Leifeste
Title:	_____	Title:	Sr Director / General Counsel

PROWERS COUNTY
AGENDA ITEM REQUEST FORM

Hearing Date Requested: 11/24/26

Submitter: Don Wilson, County Administrator

Submitted to the County Administration Office on: 11/12/2026

Return Originals to: Don Wilson & Jana Coen

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of the 2027 Board of County Commissioners Meeting Schedule and Agenda Item Due Date Schedule.

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 _____

2027 BOCC

COMMISSIONER MEETING DATES 2027			AGENDA ITEM SUBMITTAL DATES By 5:00PM	
January	Tuesday	January 12	Thursday	December 31
	Tuesday	January 26	Thursday	January 14
February	Tuesday	February 9	Thursday	January 28
	Tuesday	February 23	Thursday	February 11
March	Tuesday	March 9	Thursday	February 25
	Tuesday	March 23	Thursday	March 11
April	Tuesday	April 13	Thursday	April 1
	Tuesday	April 27	Thursday	April 15
May	Tuesday	May 11	Thursday	April 29
	Tuesday	May 25	Thursday	May 13
June	Tuesday	June 8	Thursday	May 27
	Tuesday	June 22	Thursday	June10
July	Tuesday	July 13	Thursday	July 1
	Tuesday	July 27	Thursday	July 15
August	Tuesday	August 10	Thursday	July 29
	Tuesday	August 24	Thursday	August 12
September	Tuesday	September 14	Thursday	September 2
	Tuesday	September 28	Thursday	September 16
October	Tuesday	October 12	Thursday	September 30
	Tuesday	October 26	Thursday	October 14
November	Tuesday	November 9	Thursday	October 28
	Tuesday	November 23	Thursday	November 11
December	Tuesday	December 14	Thursday	December 2
	Tuesday	December 28	Thursday	December 16

Approved by BOCC:

Roger Stagner, BOCC Chair **Date**