



NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Eagle Valley Transportation Authority d/b/a Core Transit, Eagle County, Colorado, has been scheduled to take place virtually on Friday, January 17, 2025, beginning at 1:00 pm. The agenda for the meeting follows.

The Core Transit Board welcomes everyone to its meetings. This meeting will only be available via Microsoft Teams. Members of the public are invited to attend via Microsoft Teams. [Please click here to join the meeting.](#)

BUSINESS MEETING AGENDA

1. Call to Order – 1:00pm
2. Consideration of Changes to Agenda
3. Board Comment
4. Public Comment – 1:05pm
Comments from the public are welcomed during public comment for any topics with the Authority’s purview not included in the business agenda. Please state your name & community of residence. Please limit public comments to three minutes or less per individual. If the public is unable to attend the meeting, public comment can be shared via email at Board@coretransit.org.

BUSINESS

5. Business – 1:10pm
 - a. **FY25 Budget Amendment & Public Hearing: Resolution 2025-04: Resolution to Amend the 2025 budget**

Scott Robinson will present the FY25 Budget Amendment, outlined in Resolution 2025-04. A public budget hearing will also take place.

b. IGA with Eagle County for Shelter Maintenance (Transitional Agreement)

Tanya Allen will present the IGA with Eagle County for bus stop and shelter maintenance and management services.

c. MOU with EGE Air Alliance for transfer of previously budgeted Minimum Revenue Guarantee (MRG) funding

Tanya Allen will present the MOU with EGE Air Alliance for the transfer of budgeted and approved MRG funding for board approval.

ADJOURNMENT

6. Adjournment – 2:00pm

The next regular meeting of the Core Transit Board will be held Wednesday, February 12, 2025, at 12:00pm, in the Avon Council Chambers.

YOUR BOARD MEMBERSHIP

Core Transit Board

Rich Carroll | Town of Avon
Jeanne McQueeney | *Eagle County*
Dave Eickholt | *Beaver Creek Metro*
Earle Bidez, Chair | *Town of Minturn*
Barry Davis | *Town of Vail*
Nick Sunday, Vice-Chair | *Town of Eagle*
Garrett Alexander | *Town of Red Cliff*

Core Transit Board Alternates

Kevin Hyatt | *Town of Avon*
Ray Shei | *Beaver Creek Metro*
Matt Scherr | *Eagle County*
Bryan Woods | *Town of Eagle*



To: The Core Transit Board
From: Scott Robinson, Deputy Director

Meeting Date: 1/17/25

SUBJECT: FY25 Budget Amendment

RECOMMENDED ACTIONS: Approve resolution 2025-04

BACKGROUND:

Staff identified an error in the approved expenditures in resolution 2024-14: Adopting a Budget for the Fiscal Year 2025 from the November 2024 board meeting. The resolution stated general fund expenditures as \$22,324,766. That amount was missing the \$3,020,000 in transfers from the general fund to the Air, Housing and Trans Capital Fund. The resolution included those transfers as revenues in the Air, Housing and Trans Capital Fund. The budget presentation and supporting documents showed the transfer of those monies into the fund.

In order to comply with state laws and have an accurate budget submitted to DOLA by January 31, 2025 staff are requesting the board consider approving resolution 2025-04 to amend the FY25 budget.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

1. Budget Resolution 2025-04

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2025-04

RESOLUTION TO AMEND 2025 BUDGET

WHEREAS, the Board of Directors of Eagle Valley Transportation Authority adopted the budget and appropriated funds for the 2025 fiscal year as follows:

General Fund:	\$22,324,766	; and
Transit Capital Fund:	\$7,313,605	; and
Air Fund:	\$1,200,00	; and
Housing Fund:	\$641,246	
Total:	\$31,479,617	

WHEREAS, the 2025 budget needs to account for transfer from the General Fund to the Housing, Air, and Transit Capital Funds;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Eagle Valley Transportation Authority hereby adopts a supplemental budget and appropriation for the 2025 fiscal year as follows:

General Fund:	\$25,344,766	; and
Transit Capital Fund:	\$7,313,605	; and
Air Fund:	\$1,200,00	; and
Housing Fund:	\$641,246	; and
Total:	\$34,499,617	

BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the General, Transit Capital, Air, and Housing Funds (and from transfers from the General Fund) in accordance with the provisions of §29-1-109, C.R.S.

Dated this 17th day of January 2025.

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Earle Bidez, Chair

ATTEST:

Amy Burford, Secretary



To: The Core Transit Board

From: Tanya Allen, Core Transit Executive Director

Meeting Date: 01/17/2025

SUBJECT: Intergovernmental Agreement Between Eagle County, Colorado and the Eagle Valley Transportation Authority for Bus Stop Maintenance and Management Services

RECOMMENDED ACTIONS: Approve the attached IGA with Eagle County to provide bus stop and shelter maintenance and management services

BACKGROUND:

ECO Transit and Trails employs three full-time staff (one Supervisor and two technicians) to maintain the Eagle Valley Trail, as well all of ECO Transit's 87 bus stops and shelters from Dotsero to Leadville. This includes activities such as routine cleaning and trash/snow removal as well as more labor-intensive installation, maintenance and repairs. The supervisor also arranges and manages third-party contracts for specialty maintenance tasks not directly performed by staff.

Separating this function from Eagle County was challenging given that this team was shared in terms of both funding and management across multiple departments. To avoid delaying the transition, both parties agreed that it was desirable for Eagle County staff to continue performing these duties until Core Transit was ready to make alternate arrangements, with the expectation that the County would track and bill Core Transit for transit-specific activity.

The attached IGA formalizes this understanding and includes both a Scope of Work and the agreed upon allocation of costs. These costs are based on actual repair activities tracked during the preceding 12 months and proportional assignment of overhead.



Under the agreement Core pays a \$19,556 monthly fee for activities that fall within the approved Scope of Work, through a proposed end date of 5/31/2025. The agreement can be terminated with 30 days notice in the event we start up our own transit shelter maintenance operation before this date.

FINANCIAL CONSIDERATIONS:

The agreement charges a flat \$19,556 monthly fee for the approved Scope of Work through a proposed end date of 5/31/2025.

Funding for this agreement was included in the FY2025 approved budget. In addition, that budget includes funding for a Transit Facility Maintenance position, which we may hire in the first quarter of the year. We are also considering issuing an RFP to contract these services in lieu of staffing that position if it proves to be more cost effective.

ATTACHMENTS:

1. Intergovernmental Agreement Between Eagle County, Colorado and the Eagle Valley Transportation Authority for Bus Stop Maintenance and Management Services
2. Updated Exhibit A- Scope of Work

**INTERGOVERNMENTAL AGREEMENT BETWEEN EAGLE COUNTY, COLORADO
AND THE EAGLE VALLEY TRANSPORTATION AUTHORITY FOR BUS STOP
MAINTENANCE AND MANAGEMENT SERVICES**

This Intergovernmental Agreement (this “Agreement”) is entered into effective August 4, 2024 by and between Eagle County, Colorado, a body corporate and politic, acting by and through its Board of County Commissioners (“County”), whose mailing address is P.O. Box 850, Eagle, Colorado 81631, and the Eagle Valley Transportation Authority, a political subdivision of the State of Colorado (“EVTA”), whose mailing address is P.O. Box 1070, Gypsum, CO 81637. County and EVTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The County agrees to provide routine and preventative bus stop maintenance and management services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services”). All provisions of **Exhibit A**, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in **Exhibit A** or any other exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Term of Agreement. This Agreement shall be effective as of August 4, 2024, and subject to the provisions of paragraphs 3 and 22 hereof, shall continue in full force and effect through May 31, 2025. This Agreement may be extended for additional one-year terms upon written agreement of the Parties. Any amendments or modifications shall be in writing signed by both Parties.

3. Early Termination. Either Party may terminate this Agreement at any time with or without cause by providing written notice of termination to the other Party. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by either party, the County shall be paid for Services performed up to the date of termination by calculation of a prorated portion of the monthly flat fee described in Section 4 of this Agreement. County understands and agrees that such payment shall be the County’s sole right and remedy for such termination.

4. Compensation. In consideration of the Services to be performed pursuant to this Agreement, EVTA agrees to pay the County a monthly flat fee of **\$19,556.00**, as set forth in **Exhibit A**. The County will submit invoices to EVTA by the 10th day of each month on account of the prior month. Payment will be made within thirty (30) days of receipt of the invoice. EVTA shall provide no benefits to the County other than the compensation provided for herein.

5. Owner Representative. EVTA will designate, prior to commencement of Services, its project representative (the “EVTA Representative”) who shall make, within the scope of his or

her authority, all necessary and proper decisions with reference to the Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the EVTA Representative.

6. Independent Contractor. EVTA agrees that the services to be performed by the County are those of an independent contractor and not of an employee of EVTA. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, partnership, joint venture or any other relationship between County and EVTA. Neither party shall have the authority to bind the other. Neither the County nor its employees are entitled to workers' compensation benefits from EVTA for the performance of the Services described in this Agreement.

7. Assignment and Subcontracting. The County agrees that it will not assign any of its rights or obligations, or subcontract performance obligations under this Agreement without obtaining EVTA's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by EVTA. EVTA has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the County shall remain responsible to EVTA; and (ii) no contractual relationship shall be created between EVTA and any sub-consultant, subcontractor or assign.

8. Standard of Care. The County shall perform the Services hereunder at or above the standard of care of those in its profession or industry providing similar services in EVTA's local area.

9. Notification of Errors. The County agrees to call to EVTA's attention errors in any plans, instructions, information, requirements, procedures, and other data supplied to the County by EVTA that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the County shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by EVTA. Nothing shall detract from this obligation unless the County advises EVTA in writing that such data may be unsuitable, improper, or inaccurate and EVTA nevertheless confirms in writing that it wishes the County to proceed according to such data as originally given.

10. Insurance. EVTA and the County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 ("CGIA"). Both Parties shall, at all times during the term of this Agreement, maintain any such liability insurance, whether by commercial policy or self-insurance, as is necessary to meet any liability under the CGIA. The County and EVTA, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Each Party shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

11. Indemnification. Subject to Sections 10 and 22 of this Agreement, County shall, to the extent of County's insurance coverage and to the extent permitted by law, indemnify, hold harmless and defend EVTA from and against any and all claims arising from the negligent

performance by County of the Services hereunder, except that County shall not be liable for claims caused by the negligence or willful misconduct of EVTA. To the extent permitted by law, in case any action or proceeding be brought against EVTA by reason of any such claim, County, upon notice from EVTA, shall defend the same at County's expense by counsel satisfactory to EVTA. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded the Parties under § 24-10-101, et seq., C.R.S. and any fiscal or monetary obligations of each Party arising under this Agreement shall be subject to annual budgeting and appropriation by the respective governing body of each Party.

12. Warranty. The County shall perform all Services in a prompt, efficient and workmanlike manner. The County shall correct any errors or deficiencies in the County's Services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by EVTA. EVTA's approval of the County's services shall not diminish or release the County's duties or obligations hereunder, since EVTA is ultimately relying upon the County's skill and knowledge to perform the Services.

13. Compliance with Laws. The County is obligated to familiarize itself and comply with all laws applicable to the performance of the Services, including without limitation all state and local licensing and registration requirements.

14. Acceptance Not Waiver. EVTA's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to EVTA under this Agreement.

15. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

16. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to terminate the Agreement and seek damages.

17. No Waiver of Liability or Immunity. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of the monetary limitations or any other rights, immunities, defenses, and protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S. et seq), as from time to time amended, or otherwise available to EVTA or County or to their respective officers or employees. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement that both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

18. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

19. Integration and Amendment. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

20. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Eagle County.

21. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Party's governing board. In the event that sufficient funds for the obligations contained in this Agreement are not made, such event may trigger the Parties' rights to termination for default.

23. Taxes. EVTA is a governmental entity and is therefore exempt from state and local sales and use tax. EVTA will not pay for or reimburse any sales or use tax that may not directly be imposed against EVTA. The County shall use EVTA's sales tax exemption for the purchase of any and all products and equipment on behalf of EVTA.

24. Time is of the Essence. All times stated in this Agreement are of the essence.

25. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above. Either Party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

A copy of any notice provided to the County shall also be sent to:

Eagle County Attorney
500 Broadway
Post Office Box 850
Eagle, Co 81631
Telephone: 970-328-8685
Facsimile: 970-328-8699
E-Mail: atty@eaglecounty.us

A copy of any notice provided to EVTA shall also be sent to:

Collins Cole Flynn Winn & Ulmer, PLLC
Attn: Kathryn Winn
165 S. Union Blvd, Suite 785
Lakewood, CO 80228

Telephone: 303-218-7205
Email: kwinn@cogovlaw.com

26. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

27. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

28. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

29. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

30. Non-Liability of County for Consequential Damages or Lost Profits. The Parties agree that the County shall not be liable for any indirect or consequential damages which may arise from any breach of this Agreement by the County or which may arise by the County's breach of any implied or express warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____

Its: _____

Date: _____

COUNTY OF EAGLE, STATE OF COLORADO,
By and Through Its BOARD OF COUNTY
COMMISSIONERS

By: _____
Matt Scherr, Chair

Attest:

By: _____
Regina O'Brien, Clerk to the Board

EXHIBIT A
Scope of Services

Exhibit A

Tasks to be performed by County at EVTA bus stops:

1. **Snow Plowing, Shoveling, and Ice/Snow Removal:**
 - Clear snow and ice from bus stops and shelters promptly after snowfall.
 - Ensure pathways are safe and accessible for commuters.
2. **Trash Pick Up and Cleaning:**
 - Regularly collect and dispose of trash from bus stops and shelters.
 - Clean shelters to maintain cleanliness and hygiene standards.
3. **Repair of Shelter Structures:**
 - Conduct repairs on shelters as needed, including:
 - Lighting repairs or replacements.
 - Painting to maintain appearance and visibility.
 - Replacement or repair of plexiglass and roof materials.
4. **Vegetation Removal:**
 - Remove overgrown vegetation around bus stops and shelters to ensure visibility and accessibility.
5. **Graffiti Removal:**
 - Promptly remove graffiti from bus stops and shelters to maintain a clean and welcoming environment.
6. **Surface Repairs:**
 - Perform repairs on various surfaces such as concrete, asphalt, and gravel around bus stops and shelters to ensure safety and usability.
7. **Installation and Removal of Schedules:**
 - Install and update summer and winter bus schedules at designated stops.
 - Remove outdated schedules promptly.
8. **Installation and Removal of Notices and Advertisements:**
 - Install and manage notices and advertisements at bus stops and shelters as per contract requirements.
 - Remove expired or outdated notices and advertisements promptly.
9. **Removal and Installation of Shelters:**
 - In the event a bus shelter is damaged or destroyed, contact and obtain quotes from outside authorities or contractors for bus shelter removal and installation services, as needed.
10. **Assistance with Eagle Bend shelter reconstruction:**
 - From a project management perspective, assist with planning and implementation of the Eagle Bend shelter reconstruction.

Deliverables:

- Cleared and maintained bus stops and shelters throughout the contract period.

- Documentation of maintenance activities and repairs performed.
- Schedule updates and removal of outdated materials.

Amount to be paid by EVTA to County for Services: \$19,556 per month, which is itemized as follows:

<u>Expense Category</u>	<u>Monthly Amount in Dollars</u>
Wages	15,139
Contractor – Snow Removal	417
Shelter Repair Services	500
Tool Repair Services	375
Shelter Signage	292
Maintenance Supplies	1,621
Uniforms	83
Fuel	167
Food	29
Eagle Bend – Special Project	933
<u>Total:</u>	<u>19,556</u>



To: The Eagle Valley Transportation Authority d/b/a Core Transit Board
From: Tanya Allen, Core Transit Executive Director

Meeting Date: 01/17/2025

SUBJECT: MOU with EGE Air Alliance for the Transfer of Budgeted and Approved Minimum Revenue Guarantee (MRG) funding

RECOMMENDED ACTIONS: Approve the MOU with the EGE Air Alliance for the Transfer of Budgeted and Approved MRG funding

BACKGROUND:

An important component of Core Transit’s mission is enhancing air service and improving access at Eagle County Airport. The primary tool for attracting air service to small and/or rural communities is to provide a Minimum Revenue Guarantee, or MRG. Core Transit’s budget includes an Air Fund intended to support MRG activity. Funding levels are budgeted and approved annually by the Board based on recommendations made by the EGE Air Alliance, which serves as Core Transit’s official advisory board for air-related activity.

This agreement outlines the process for allocating and transferring MRG funds for each budget year.

FINANCIAL CONSIDERATIONS:

N/A. This agreement outlines the process for the allocation and transfer of funds to EGE and does not promise any specific funding level.

ATTACHMENTS:

1. EGE Air Alliance MOU



MEMORANDUM OF UNDERSTANDING
Between Core Transit and EGE Air Alliance
Regarding Allocation and Annual Budget Transfer of Airline Minimum Revenue
Guarantee (MRG) Support

1. Purpose

This Memorandum of Understanding (MOU) is entered into by **Core Transit** and **EGE Air Alliance** (hereafter referred to collectively as the "Parties") to establish the terms and conditions for the allocation and transfer of budget funds designated for Minimum Revenue Guarantees (MRG) to support air service development at the Eagle County Regional Airport (EGE).

2. Objective

The ballot language establishing Core Transit included the following among the key objectives of the new regional transportation authority: "Enhancing air service and improving access at Eagle County Airport." The objective of this MOU is to outline the commitment and responsibility of each Party in determining strategic priorities and providing financial support through MRGs to maintain and promote airline routes that benefit the regional community and economy.

3. Term of Agreement

This MOU is effective as of the date of the final signature below and will remain in effect for a period of one (1) year, automatically renewing on an annual basis until terminated in writing by one or both Parties.

4. Roles and Responsibilities

• **EGE Air Alliance:**

- Will serve as Core Transit's Board-designated Airport Advisory Committee, advising the Board of Directors on matters involving local airports and air traffic, thereby enabling the Board of Directors to make improved policy and service decisions;
- Will include a designated seat on its governing board reserved for a Core Transit Board member;
- Will inform the Board of potential Minimum Revenue Guarantee (MRG) opportunities and request funding allocation as part of the annual budget cycle;
- Will oversee the application of MRG funds to contracted airlines and monitor compliance with all contractual obligations; and

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- Will provide periodic updates, including financial reports, to Core Transit to demonstrate the use and effectiveness of the funds in achieving the objectives of this MOU
- Will market MRG flights effectively using available funding sources.

In addition, EGE pledges to provide opportunities with respect to branding, media engagement, and public acknowledgement, such as:

- A Core Transit logo and/or name listed on air alliance website(s), social media and marketing materials related to MRG-funded activities;
 - Core Transit logo placement and approval on any other relevant marketing materials (event banners, digital ads, newsletters, etc.) related to MRG-funded activities;
 - Prominent inclusion of Core Transit's name in press releases, media briefings and announcements highlighting the partnership which should typically feature a quote from a Core Transit staff and/or board member;
 - Opportunity to co-author or feature in media articles, blog posts, interviews and newsletters about the impact of the MRG funding;
 - Acknowledgment of Core Transit's (logo and name) contribution at events, public meetings and presentations;
 - Opportunity for Core Transit staff and/or Board members to speak or have representation at key events related to MRG-supported initiatives.
- **Core Transit:**
 - Will designate a Core Transit Board Member to service on the EGE Air Alliance Board and participate actively in conversations regarding air development strategy and MRG opportunities, on behalf of the entire Core Transit Board;
 - Will allocate and budget funds of up to \$1.2m for the purpose of MRG support on an annual basis as agreed upon by both Parties; and
 - Will ensure that the budget transfer of MRG funds is timely and aligns with applicable policies and guidelines and will maintain records of these transfers upon receipt of invoices from the EGE Air Alliance and airline partners.

5. Funding Amount and Transfer Process

The budget for the MRG funds to be allocated will be determined as part of Core Transit's annual budgeting process. The final amount of transfer will be determined annually by

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Core Transit’s Board in its sole discretion following consultation with EGE Air Alliance and taking into consideration MRG performance and airline reporting data prior to the transfer. The funds shall be transferred by Core Transit to the designated EGE Air Alliance account as agreed upon based on Core Transit fund availability.

6. Reporting and Accountability

EGE Air Alliance agrees to submit seasonal reports to Core Transit detailing the allocation of MRG funds and the performance metrics of the supported airline routes. An annual summary report will be made to the Core Transit board.

7. Amendments

This MOU may be amended at any time by mutual written agreement of both Parties.

8. No Legal Binding Effect

This MOU is intended to reflect the intentions and understanding of the Parties and does not constitute a legally binding agreement. The Parties do not intend for this MOU to create any enforceable rights or obligations.

9. Notices

All notices which are required, or which may be given under this Agreement shall be effective when sent via email to the contacts below.

10. Signatures

Core Transit Representative

Name: _____

Title: _____

Date: _____

E-mail: _____

EGE Air Alliance Representative

Name: _____

Title: _____

Date: _____

E-mail: _____