

EAGLE VALLEY TRANSPORTATION AUTHORITY

NOTICE IS HEREBY GIVEN that a Regular meeting of the Board of Directors of the Eagle Valley Transportation Authority, Eagle County, Colorado, has been scheduled to take place in the Avon Council Chambers, 100 Mikaela Way, Avon, CO on Wednesday, February 14, 2024, beginning at 12:00 p.m.
The agenda for the meeting follows.

The Eagle Valley Transportation Authority Board welcomes everyone to its meetings. A hybrid of an in-person meeting with an online Zoom platform is employed. Members of the public are invited to attend either in person or via Zoom. Please [register in advance to join the online meeting](#). After registering, you will receive a confirmation email containing information on accessing the meeting.

BUSINESS MEETING AGENDA

1. Call to Order – 12:00pm
2. Consideration of Changes to Agenda
3. Approval of Minutes & Financials
 - a. January 10, 2024 regular business meeting
 - b. Financial Statements
 - c. Payables List
4. Board Comment
5. Public Comment - 12:05pm
Comments from the public are welcomed during public comment for any topics with the Authority's purview not included in the business agenda. In-person attendees will be invited first, then online participants. 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@EVTA.org.
6. Presentations – 12:10pm
 - a. EGE Air Alliance MRG Opportunity Update – *David Reid*
 - b. EVTA Technology Transition Update Presentation – *Lance Trujillo* – 12:20pm

- c. ECO Transit Quarterly Update – *Larry Tenenholz -1:00pm*

BUSINESS

7. Business – 1:20pm

- a. **Resolution 2024-03 – Email Policy**

Staff has prepared an updated Email Policy to meet state statutory requirements of a public entity for EVTA board discussion.

- b. **Insurance Broker Services Agreement**

Staff completed an RFP process to engage with an insurance broker. The services agreement with Highstreet TCW Risk Management is presented for board discussion.

- c. **Resolution 2024-04 – ECO/EVTA Transition Project Manager Contract**

Staff will present a services contract with Government Performance Solutions for support during the transition of ECO operations from Eagle County Government to EVTA.

- d. **Investment Strategy Memo**

A current EVTA premiere account is coming to maturity on Feb 27. Staff will present a recommendation of where to invest/deposit the funds.

- e. **Town of Eagle letter of Support for RAISE Grant**

Staff received a request for the EVTA Board to consider approving a letter of support for the RAISE Grant that the Town of Eagle is submitting for the Grand Avenue Multimodal Reconstruction Project.

- f. **Other Business**

STAFF REPORTS

8. Staff Reports – 1:50pm

- a. Administration Division Report

9. Adjournment – 2:00pm

The next regular meeting of the Eagle Valley Transportation Authority Board will be held Wednesday, March 13, 2024, at 12:00pm in the Avon Council Chambers.

YOUR BOARD MEMBERSHIP

Eagle Valley Transportation Authority Board

Amy Phillips, President | *Town of Avon*
Jeanne McQueeney, Vice-Chair | *Eagle County*
Dave Eickholt, Treasurer | *Beaver Creek Metro*
Earl Bidez | *Town of Minturn*
Barry Davis | *Town of Vail*
Nick Sunday | *Town of Eagle*
Garrett Alexander | *Town of Red Cliff*

Eagle Valley Transportation Authority Board Alternates

Ray Shei | *Beaver Creek Metro*
Kathy Chandler-Henry | *Eagle County*
Russell Andrade | *Town of Avon*
Bryan Woods | *Town of Eagle*
Brian Rodine | *Town of Minturn*
Cassie Macumber | *Town of Red Cliff*
Pete Seibert | *Town of Vail*

ACCESSIBILITY INFORMATION

An accessible entrance is available at the main entrance to the facility. Persons with disabilities needing auxiliary aids may request assistance by contacting Scott Robinson at the ECO Transit Offices, 3289 Cooley Mesa Rd. PO Box 1070, Gypsum, Colorado 81637, or by calling (970) 977-4994 during business hours. We would appreciate you contacting us at least 24 hours in advance of the scheduled meeting so that arrangements can be made to locate the requested auxiliary aid.

Posting Certification:

I hereby certify that a copy of the foregoing Notice of Regular Meeting was, by

me personally, posted to the EVTA Website at least twenty-four (24) hours prior to the meeting to meet the open records meeting law requirement of full and timely notice pursuant to Section 24-6-402(2)(c)(I), C.R.S..

/s/ Bill Ray_____

**MINUTES OF THE
EAGLE VALLEY TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
January 11, 2023**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on January 10, 2023, at 9:00 a.m. The meeting was held in person at the Avon Council Chambers located at 100 Mikaela Way, Town of Avon, Colorado, 81620, and on zoom. Notice of the meeting was posted on January 5, 2023, and included agenda items, location and time, as well as the teleconference information, needed to participate in the public portion of the meeting. The Notice of Board of Directors Meeting dated January 5, 2023, and the certification of posting are attached hereto.

ATTENDANCE

Directors in Attendance:

Director Amy Phillips, Mayor and Councilor, Town of Avon

Director Dave Eickholt, Beaver Creek Metro District

Director Jeanne McQueeney, Commissioner, Eagle County

Director Barry Davis, Councilor, Town of Vail

Director Earle Bidez, Mayor, Town of Minturn

Director Nick Sunday, Councilor, Town of Eagle.

Director Garrett Alexander, Member of the Board of Trustees of the Town of Red Cliff

Directors Absent:

All Directors were present for this meeting

Also in Attendance:

Tanya Allen, Executive Director, EVTA

Scott Robinson, Deputy Director, EVTA

Larry Tenenholz, Acting Director, ECO Transit

Ray Shei, Alternate Board Member, Beaver Creek Metro District

Katherine Winn, EVTA Legal Counsel, Attorney, Collins Cole Flynn Winn & Ulmer, PLLC

Jeff Wetzel, Operations Manager, ECO Transit

Greg Barret, Safety & Security Manager, ECO Transit

Lance Trujillo, Transit Technology and Innovation Manager, ECO Transit

Dayana Herr, Admin Supervisor, ECO Transit

Jim Clancy, Executive Director, Beaver Creek Resort Company

Jeff Shroll, County Manager, Eagle County Government

Joanna Kerwin, Community Member, Edwards Metro District

APPROVAL OF THE AGENDA

Director Phillips presented the agenda for this meeting. Director Eickholt mentioned that he would like to meet with Executive Director Allen and Deputy Director Robinson to go over reporting, protocol, and appropriate changes for the treasury as the money starts moving around for the organization. Director Davis motioned to approve the Agenda. Director Eickholt seconded this motion, which passed with a unanimous 5-0 vote.

After the approval of the agenda, Director Barry Davis from the Town of Vail joined the meeting.

APPROVAL OF MINUTES AND FINANCIAL STATEMENTS

Director Phillips presented the Minutes dated December 13, 2023, for approval and asked if any other Directors had any questions or requests for corrections. Hearing None, Director Eickholt moved to approve the minutes and financial statements. Director Sunday seconded the motion, which passed with a unanimous 6-0 vote.

BOARD COMMENT

Director Davis shared his positive experience of riding the Vail/Beaver Creek Express bus and praised its convenience and great service.

Director Jeanne McQueeney gave a gift from Eagle County to all Board Directors and Staff.

Director Phillips inquired about the creation of an email address that the public could use to communicate with the Board members. Executive Director Allen confirmed that they were in the process of creating two email addresses - info@ and board@ for this purpose. Deputy Director Robinson added that they were also working on how to handle the emails that come to the board email address and how they would be distributed among the staff and Board members, based on the content of the email. The plan is for the staff to respond to operational questions, copying Board members to keep everyone informed.

PUBLIC COMMENT

No public member had a comment at the time of this meeting.

After Public comment, Director Garret Alexander, new Board Member from Town of Red Cliff, joined the meeting.

AGENDA ITEMS

6. Business Items

6.1 Audit Services Engagement Letter

Deputy Director Robinson explained that EVTA is required to be audited by a third party. He mentioned that CRS had assisted with the bidding process for this project and identified Haney & Company as the preferred option. Director Eickholt asked if the auditors would be working on auditing both EVTA and ECO Transit. Deputy Director Robinson clarified that Haney & Company would only be auditing EVTA as the Eagle County Government auditors were already responsible for auditing ECO Transit.

Director Davis Motioned to approve the Audit Services Engagement Letter with Haney & Company for Fiscal year 2023 Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

6.2 Bank Account Signer

Director Davis Motioned to approve adding Deputy Director Scott Robinson as a signer for the EVTA bank accounts. Director Bidez seconded the motion, which passed with a unanimous 7-0 vote.

6.3 Board Office Appointment (Chair, Vice-Chair, Secretary, Treasurer, Executive Director)

Executive Director Allen said that the bylaws require the Directors to nominate officers for the Board on an annual basis and requested nominations for the upcoming year.

Director Davis motioned for current chairholders and Executive Director to maintain their current position. Director Bidez seconded the motion, which passed with a unanimous 7-0 vote.

6.4 Resolution 2024-01: Admin Resolution

Director Davis motioned to approve Resolution 2024-01 Admin Resolution. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

6.5 Resolution 2024-02: Indemnification Resolution

Director Davis motioned Resolution 2024-02: Indemnification Resolution. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

6.7 Resolution 2024-03: Adopting an E-mail Policy

Director Bidez asked whether it was necessary for Board members to have organizational email addresses. Katherine Winn, EVTA Legal Counsel, responded that best practices dictate that each board member should have an email address from the organization. However, she noted that this may not always be feasible given the other job responsibilities of Board Members. The ultimate decision regarding email addresses rests with the organization, but from a legal standpoint, Ms. Winn prefers that board members have an @evta.org email address.

Deputy Director Robinson mentioned that the Board had inquired about forwarding an email from @evta.org to each Board member's jurisdiction email, but IT did not recommend it as the best solution. Director Eickholt suggested tabling the conversation for a future meeting to discuss the best practices further. Katherine Winn agreed with Director Eickholt's suggestion.

Director Davis made a motion to table the discussion for Resolution 2024-03: Adopting an E-mail policy. Director

Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

7. ECO Transit Update

Mr. Tenenholz announced that there was a 38.9% increase in total ridership, and he congratulated all staff who contributed to this achievement. Director Eickholt suggested that these results, coupled with the great feedback from the Free Vail/Beaver Creek Express Route, present a great PR opportunity. Executive Director Allen mentioned that Deputy Director Robinson and Bill Ray were already working on crafting a message for the community to celebrate this news.

Mr. Tenenholz also shared that since the Free Vail/Beaver Creek route commenced until December 31, 2023, there have been 41,534 riders on this route alone. He added that ECO has completed 99.6% of all scheduled trips this season, which is an incredible improvement from preceding years.

Regarding the challenges that ECO is facing, he mentioned that additional space to park buses is required since they will be receiving refurbished buses and new hybrid buses in 2025. He also stated that ECO will be outsourcing 50% of its maintenance and hopes to finalize the contract for that later this week.

Director Phillips inquired about the status of the Vail/Beaver Creek Express route survey. Deputy Director Robinson responded that the survey is ready in English and Spanish and will be posted on the buses in the next few weeks to gather feedback from ridership. Director Phillips suggested collecting emails during the survey to use this data to reach out to the community when EVTA has news.

8. EVTA Management Update/Future Topics

Executive Director Allen reported that the sales tax for the month of November amounted to \$738,938.67. She further stated that the February meeting will include a quarterly review of ECO Transit's operations, a discussion on technology transition planning, an insurance broker update, and a hiring update. Director Phillips inquired about the proposed summer

schedule, to which Director Allen confirmed that the ECO team will present a draft of the schedule at the February meeting.

Director Eickholt asked for an update on the organization's name and branding project. Executive Director Allen and Deputy Director Robinson said they had reviewed the approach together and agreed that a change in direction was necessary. An updated schedule would be provided at the next meeting.

Director Sunday requested an amendment to the intergovernmental agreement (IGA) be added to the next meeting's agenda. The current IGA language includes Gypsum, which is incorrect, as it did not vote for the formation of the EVTA. Director Phillips confirmed that while February's agenda is full, this item can be added to a future agenda.

NEXT MEETING

February 14, 2023.

ADJOURNMENT

The meeting was adjourned at 9:46 AM.

Chair or Vice Chair

Secretary

EAGLE VALLEY TRANSPORTATION AUTHORITY
CASH POSITION
Year to Date and as of January 31, 2024
Adjusted as of February 4, 2024

| Maturity Date Account Activity Item Description | CHECKING | INVESTMENTS | | | | TOTALS |
|----------------------------------------------------|------------------|-------------------|--------------------------------------|--------------------------------------|----------------------|----------------------|
| | 1st | 1st Bank | | | | ALL |
| | Bank | Savings | 5.2500% 2/27/2024 Premier 4181 | 5.0000% 5/28/2024 Premier 1972 | 5.5560% Colotrust | ACCOUNTS |
| BEGINNING BANK BALANCE | \$ 13,527 | \$ 517,239 | \$ 1,771,950 | \$ 1,796,413 | \$ 6,322,307 | \$ 10,421,436 |
| YTD credits - Total deposits, wires and transfers | 797,525 | 33,878 | - | - | 29,818 | 861,221 |
| YTD debits - Total vouchers, wires and transfers | (203,105) | (50,000) | - | - | - | (253,105) |
| YTD bank balance | 607,947 | 501,117 | 1,771,950 | 1,796,413 | 6,352,125 | 11,029,552 |
| Less outstanding checks | (28,583) | - | - | - | - | (28,583) |
| UNRESTRICTED BALANCE AT END OF PERIOD | 579,364 | 501,117 | 1,771,950 | 1,796,413 | 6,352,125 | 11,000,969 |
| Current period activity | | | | | | |
| Transfers | (500,000) | - | - | - | 500,000 | - |
| Add - deposits, wires and transfers | - | - | - | - | - | - |
| Subtract - vouchers, wires and transfers | (19,242) | - | - | - | - | (19,242) |
| Total current period adjustments | (519,242) | - | - | - | 500,000 | (19,242) |
| Adjusted balance | \$ 60,122 | \$ 501,117 | \$ 1,771,950 | \$ 1,796,413 | \$ 6,852,125 | \$ 10,981,727 |

**EAGLE VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
January 31, 2024**

| | General | Capital | Housing | TOTALS ALL FUNDS |
|------------------------------------------|----------------------|---------------------|---------------------|----------------------|
| Cash Balance - beginning of month | \$ 7,417,936 | \$ 2,000,000 | \$ 1,000,000 | \$ 10,417,936 |
| Receipts | | | | |
| RTA sales tax | 743,975 | - | - | 743,975 |
| Interest | 30,934 | - | - | 30,934 |
| Receipts subtotal | 774,909 | - | - | 774,909 |
| Disbursements - payables | (191,876) | - | - | (191,876) |
| Cash Balance - end of month | \$ 8,000,969 | \$ 2,000,000 | \$ 1,000,000 | \$ 11,000,969 |
| Location of Funds | | | | |
| 1st Bank - Checking | 579,364 | | | |
| 1st Bank - Savings | 501,117 | | | |
| 1st Bank - Premier 182 day | 1,771,950 | | | |
| 1st Bank - Premier 182 day | 1,796,413 | | | |
| Colotrust | 6,352,125 | | | |
| Total cash & investments | \$ 11,000,969 | | | |

EAGLE VALLEY TRANSPORTATION AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Month Ended January 31, 2024
Unaudited

| | Adopted 2024 Budget | 1/31/2024 Prorata Budget | Current Month | | | Year to Date | | |
|----------------------------------------------------------------|---------------------------|--------------------------------|---------------------|-------------------------------------|---------------------------------|----------------|---------------------------------|------------------------------|
| | | | Actual 1/31/2024 | Prorata Variance Over (Under) | Percent of Prorata Budget | YTD Actual | YTD Variance Over (Under) | Percent of 2024 Budget |
| REVENUES | | | | | | | | |
| Farebox revenue | \$ 136,712 | \$ 11,393 | \$ - | \$ (11,393) | 0% | \$ - | \$ (136,712) | 0% |
| Direct pass sales revenue | 206,306 | 17,192 | - | (17,192) | 0% | - | (206,306) | 0% |
| Mobile fare sales revenue | 66,796 | 5,566 | - | (5,566) | 0% | - | (66,796) | 0% |
| Advertising revenue | 5,000 | 417 | - | (417) | 0% | - | (5,000) | 0% |
| Interest revenue | 350,000 | 29,167 | 30,934 | 1,767 | 106% | 30,934 | (319,066) | 9% |
| EVTA sales tax | 12,750,955 | 1,062,580 | 743,975 | (318,605) | 70% | 743,975 | (12,006,980) | 6% |
| ECO transit sales tax transfers | 11,309,816 | 942,485 | - | (942,485) | 0% | - | (11,309,816) | 0% |
| Total revenues | 24,825,585 | 2,068,800 | 774,909 | (1,293,891) | 37% | 774,909 | (24,050,676) | 3% |
| EXPENDITURES | | | | | | | | |
| Personnel expenses | | | | | | | | |
| Salaries | 694,067 | 57,839 | 27,692 | (30,147) | 48% | 27,692 | (666,375) | 4% |
| Salaries-OT | 25,000 | 2,083 | - | (2,083) | 0% | - | (25,000) | 0% |
| Medicare tax | 10,611 | 884 | 477 | (407) | 54% | 477 | (10,134) | 4% |
| Social security tax | 45,373 | 3,781 | 2,039 | (1,742) | 54% | 2,039 | (43,334) | 4% |
| Unemployment Insurance | - | - | 957 | 957 | - | 957 | 957 | - |
| Total fringe benefits | 229,423 | 19,119 | 5,200 | (13,919) | 27% | 5,200 | (224,223) | 2% |
| Uniforms | 10,000 | 833 | - | (833) | 0% | - | (10,000) | 0% |
| Printing expense | 1,200 | 100 | - | (100) | 0% | - | (1,200) | 0% |
| Office supplies-general | 1,500 | 125 | - | (125) | 0% | - | (1,500) | 0% |
| Materials and supplies | 5,000 | 417 | - | (417) | 0% | - | (5,000) | 0% |
| Travel-meetings/seminars | 12,000 | 1,000 | - | (1,000) | 0% | - | (12,000) | 0% |
| Employee event expenses | 15,000 | 1,250 | - | (1,250) | 0% | - | (15,000) | 0% |
| Bus rodeo expenditures | 10,000 | 833 | - | (833) | 0% | - | (10,000) | 0% |
| Subtotal personnel expenses | 1,059,174 | 88,264 | 36,365 | (51,899) | 41% | 36,365 | (1,022,809) | 3% |
| Vehicle Operations | | | | | | | | |
| Operator Wages-ft | 1,149,010 | 95,751 | - | (95,751) | 0% | - | (1,149,010) | 0% |
| Operator wages-pt | 45,000 | 3,750 | - | (3,750) | 0% | - | (45,000) | 0% |
| Operator wages-seasonal | 214,374 | 17,865 | - | (17,865) | 0% | - | (214,374) | 0% |
| Operator wages overtime-ft | 200,000 | 16,667 | - | (16,667) | 0% | - | (200,000) | 0% |
| Medicare tax | 28,860 | 2,405 | - | (2,405) | 0% | - | (28,860) | 0% |
| Social security taxes | 108,533 | 9,044 | - | (9,044) | 0% | - | (108,533) | 0% |
| Total taxes and fringe benefits | 422,936 | 35,245 | - | (35,245) | 0% | - | (422,936) | 0% |
| Subtotal vehicle operations expenses | 2,168,713 | 180,727 | - | (180,727) | 0% | - | (2,168,713) | 0% |
| Administration of paratransit operations | | | | | | | | |
| Admin salaries | 36,192 | 3,016 | - | (3,016) | 0% | - | (36,192) | 0% |
| Admin salaries-ot | 2,000 | 167 | - | (167) | 0% | - | (2,000) | 0% |
| Medicare tax | 525 | 44 | - | (44) | 0% | - | (525) | 0% |
| Social security tax | 2,244 | 187 | - | (187) | 0% | - | (2,244) | 0% |
| Total fringe benefits | 9,196 | 766 | - | (766) | 0% | - | (9,196) | 0% |
| Subtotal administration of paratransit opera | 50,157 | 4,180 | - | (4,180) | 0% | - | (50,157) | 0% |
| Paratransit operations | | | | | | | | |
| Paratransit Operator wages | 32,151 | 2,679 | - | (2,679) | 0% | - | (32,151) | 0% |
| Paratransit Operator wages OT | 2,000 | 167 | - | (167) | 0% | - | (2,000) | 0% |
| Medicare tax | 481 | 40 | - | (40) | 0% | - | (481) | 0% |
| Social security tax | 2,058 | 172 | - | (172) | 0% | - | (2,058) | 0% |
| Total fringe benefits | 17,408 | 1,451 | - | (1,451) | 0% | - | (17,408) | 0% |
| Subtotal paratransit operations expenses | 54,098 | 4,509 | - | (4,509) | 0% | - | (54,098) | 0% |
| Safety and training department | | | | | | | | |
| Admin salaries | 90,301 | 7,525 | - | (7,525) | 0% | - | (90,301) | 0% |
| Staff ot | 2,000 | 167 | - | (167) | 0% | - | (2,000) | 0% |
| Medicare tax | 1,403 | 117 | - | (117) | 0% | - | (1,403) | 0% |
| Social security tax | 5,999 | 500 | - | (500) | 0% | - | (5,999) | 0% |
| Total fringe benefits | 29,888 | 2,491 | - | (2,491) | 0% | - | (29,888) | 0% |
| Medical-exams and testing | 11,500 | 958 | - | (958) | 0% | - | (11,500) | 0% |
| Contracted services | 10,000 | 833 | - | (833) | 0% | - | (10,000) | 0% |
| Consulting | 10,000 | 833 | - | (833) | 0% | - | (10,000) | 0% |
| Training supplies | 1,500 | 125 | - | (125) | 0% | - | (1,500) | 0% |
| Emergency preparedness supplies | 900 | 75 | - | (75) | 0% | - | (900) | 0% |
| Travel-meetings/seminars | 3,500 | 292 | - | (292) | 0% | - | (3,500) | 0% |
| Traning/workshop | 1,500 | 125 | - | (125) | 0% | - | (1,500) | 0% |
| Subtotal safety and training department exp | 168,491 | 14,041 | - | (14,041) | 0% | - | (168,491) | 0% |
| Administration of fleet maintenance activities expenses | | | | | | | | |
| Admin salaries | 44,092 | 3,674 | - | (3,674) | 0% | - | (44,092) | 0% |
| Admin salaries-ot | 500 | 42 | - | (42) | 0% | - | (500) | 0% |

| | | | | | | | | |
|---------------------------------------------------------------------|------------------|----------------|----------------|------------------|------------|----------------|--------------------|-----------|
| Medicare tax | 678 | 57 | - | (57) | 0% | - | (678) | 0% |
| Social security tax | 2,898 | 242 | - | (242) | 0% | - | (2,898) | 0% |
| Total fringe benefits | 17,656 | 1,471 | - | (1,471) | 0% | - | (17,656) | 0% |
| Lubricants-oil | 45,000 | 3,750 | - | (3,750) | 0% | - | (45,000) | 0% |
| Fuel-unleaded support vehicles | 13,044 | 1,087 | - | (1,087) | 0% | - | (13,044) | 0% |
| Fuel-diesel support vehicles | 368 | 31 | - | (31) | 0% | - | (368) | 0% |
| Fuel-unleaded support vehicles | 5,044 | 420 | - | (420) | 0% | - | (5,044) | 0% |
| Fuel-diesel support vehicles | 541,500 | 45,125 | - | (45,125) | 0% | - | (541,500) | 0% |
| Fuel-electricity | 21,600 | 1,800 | - | (1,800) | 0% | - | (21,600) | 0% |
| Subtotal administration of fleet maintenance | 692,380 | 57,699 | - | (57,699) | 0% | - | (692,380) | 0% |
| Fleet maintenance expenses | | | | | | | | |
| Fleet care tech salaries | 66,386 | 5,532 | - | (5,532) | 0% | - | (66,386) | 0% |
| Fleet care tech salaries-ot | 8,500 | 708 | - | (708) | 0% | - | (8,500) | 0% |
| Medicare tax | 1,008 | 84 | - | (84) | 0% | - | (1,008) | 0% |
| Social security tax | 4,310 | 359 | - | (359) | 0% | - | (4,310) | 0% |
| Total fringe benefits | 21,389 | 1,782 | - | (1,782) | 0% | - | (21,389) | 0% |
| Uniforms | 1,000 | 83 | - | (83) | 0% | - | (1,000) | 0% |
| Contract service-maintenance | 1,039,395 | 86,616 | - | (86,616) | 0% | - | (1,039,395) | 0% |
| Contract services-towing | 12,500 | 1,042 | - | (1,042) | 0% | - | (12,500) | 0% |
| Cleaning supplies-vehicles | 6,000 | 500 | - | (500) | 0% | - | (6,000) | 0% |
| Shop supplies misc | 1,000 | 83 | - | (83) | 0% | - | (1,000) | 0% |
| Subtotal fleet maintenance expenses | 1,161,488 | 96,789 | - | (96,789) | 0% | - | (1,161,488) | 0% |
| Facility maintenance activities-msc- expenses | | | | | | | | |
| Leases and rentals-operating yards or stations | 620,177 | 51,681 | - | (51,681) | 0% | - | (620,177) | 0% |
| Subtotal facility maintenance activities-msc | 620,177 | 51,681 | - | (51,681) | 0% | - | (620,177) | 0% |
| Facility maintenance activities-leadville bus barn- expenses | | | | | | | | |
| Leases and rentals-operating yards or stations | 67,905 | 5,659 | - | (5,659) | 0% | - | (67,905) | 0% |
| Subtotal facility maintenance activities-lead | 67,905 | 5,659 | - | (5,659) | 0% | - | (67,905) | 0% |
| Stops and stations expenses | | | | | | | | |
| Contract services-general | 4,000 | 333 | - | (333) | 0% | - | (4,000) | 0% |
| Bus stop supplies | 25,000 | 2,083 | - | (2,083) | 0% | - | (25,000) | 0% |
| Subtotal stops and stations expenses | 29,000 | 2,416 | - | (2,416) | 0% | - | (29,000) | 0% |
| General admin expenses | | | | | | | | |
| Admin salaries | 706,291 | 58,858 | - | (58,858) | 0% | - | (706,291) | 0% |
| Medicare tax | 8,368 | 697 | - | (697) | 0% | - | (8,368) | 0% |
| Social security tax | 33,899 | 2,825 | - | (2,825) | 0% | - | (33,899) | 0% |
| Total fringe benefits | 86,951 | 7,246 | - | (7,246) | 0% | - | (86,951) | 0% |
| Public notices | 300 | 25 | - | (25) | 0% | - | (300) | 0% |
| Legal services-general | 120,000 | 10,000 | 5,793 | (4,207) | 58% | 5,793 | (114,207) | 5% |
| Legal services-special | 10,000 | 833 | - | (833) | 0% | - | (10,000) | 0% |
| Consulting | 15,000 | 1,250 | - | (1,250) | 0% | - | (15,000) | 0% |
| Printing expense | 500 | 42 | - | (42) | 0% | - | (500) | 0% |
| Office supplies-general | 10,000 | 833 | 583 | (250) | 70% | 583 | (9,417) | 6% |
| Office supplies-postage | 100 | 8 | - | (8) | 0% | - | (100) | 0% |
| Office supplies-copy machine | 900 | 75 | - | (75) | 0% | - | (900) | 0% |
| Purchased transportation services | 8,330,374 | 694,198 | 118,027 | (576,171) | 17% | 118,027 | (8,212,347) | 1% |
| Memberships and subscriptions | 21,700 | 1,808 | 1,250 | (558) | 69% | 1,250 | (20,450) | 6% |
| Travel-meetings/seminars | 18,500 | 1,542 | 3,450 | 1,908 | 224% | 3,450 | (15,050) | 19% |
| Board meeting expenses | 13,900 | 1,158 | 300 | (858) | 26% | 300 | (13,600) | 2% |
| Employee event expenses | 2,000 | 167 | - | (167) | 0% | - | (2,000) | 0% |
| Recruiting employees | 30,000 | 2,500 | 170 | (2,330) | 7% | 170 | (29,830) | 1% |
| Miscellaneous expense | 1,000 | 83 | - | (83) | 0% | - | (1,000) | 0% |
| Leases and rentals-other general administration | 100,074 | 8,340 | - | (8,340) | 0% | - | (100,074) | 0% |
| Subtotal general admin expenses | 9,509,857 | 792,488 | 129,573 | (662,915) | 16% | 129,573 | (9,380,284) | 1% |
| Finance and accounting | | | | | | | | |
| Admin salaries | 158,835 | 13,236 | - | (13,236) | 0% | - | (158,835) | 0% |
| Admin salaries-ot | 1,000 | 83 | - | (83) | 0% | - | (1,000) | 0% |
| Medicare tax | 2,312 | 193 | - | (193) | 0% | - | (2,312) | 0% |
| Social security tax | 9,887 | 824 | - | (824) | 0% | - | (9,887) | 0% |
| Total fringe benefits | 33,349 | 2,779 | - | (2,779) | 0% | - | (33,349) | 0% |
| Public notices | 300 | 25 | - | (25) | 0% | - | (300) | 0% |
| Contracted services | 60,000 | 5,000 | 5,325 | 325 | 107% | 5,325 | (54,675) | 9% |
| Audit services | 7,500 | 625 | - | (625) | 0% | - | (7,500) | 0% |
| Consulting | 15,000 | 1,250 | - | (1,250) | 0% | - | (15,000) | 0% |
| Insurance-general and auto liability | 85,402 | 7,117 | - | (7,117) | 0% | - | (85,402) | 0% |
| Insurance-admin | 6,000 | 500 | - | (500) | 0% | - | (6,000) | 0% |
| Bank adjustments/fees | 1,000 | 83 | (6) | (89) | -7% | (6) | (1,006) | -1% |
| Subtotal finance and accounting expenses | 380,585 | 31,715 | 5,319 | (26,396) | 17% | 5,319 | (375,266) | 1% |
| Information technology | | | | | | | | |
| Admin salaries | 168,703 | 14,059 | - | (14,059) | 0% | - | (168,703) | 0% |
| Admin salaries-ot | 1,500 | 125 | - | (125) | 0% | - | (1,500) | 0% |
| Medicare tax | 2,593 | 216 | - | (216) | 0% | - | (2,593) | 0% |
| Social security tax | 11,087 | 924 | - | (924) | 0% | - | (11,087) | 0% |
| Total fringe benefits | 33,606 | 2,801 | - | (2,801) | 0% | - | (33,606) | 0% |
| Communications | 37,500 | 3,125 | - | (3,125) | 0% | - | (37,500) | 0% |
| Contracted services | 100,000 | 8,333 | - | (8,333) | 0% | - | (100,000) | 0% |
| Computer/network software agreement | 100,000 | 8,333 | - | (8,333) | 0% | - | (100,000) | 0% |

| | | | | | | | | |
|-----------------------------------------------------|---------------------|-------------------|---------------------|--------------------|------------|---------------------|-----------------------|-----------|
| Consulting | 100,000 | 8,333 | - | (8,333) | 0% | - | (100,000) | 0% |
| Computer supplies | 75,000 | 6,250 | 819 | (5,431) | 13% | 819 | (74,181) | 1% |
| Subtotal information technology expenses | 629,989 | 52,499 | 819 | (51,680) | 2% | 819 | (629,170) | 0% |
| Planning Department | | | | | | | | |
| Admin salaries | 93,255 | 7,771 | - | (7,771) | 0% | - | (93,255) | 0% |
| Medicare tax | 1,352 | 113 | - | (113) | 0% | - | (1,352) | 0% |
| Social security tax | 5,782 | 482 | - | (482) | 0% | - | (5,782) | 0% |
| Total fringe benefits | 42,003 | 3,500 | - | (3,500) | 0% | - | (42,003) | 0% |
| Consulting | 700,000 | 58,333 | - | (58,333) | 0% | - | (700,000) | 0% |
| Subtotal planning department expenses | 842,392 | 70,199 | - | (70,199) | 0% | - | (842,392) | 0% |
| Marketing and customer service department | | | | | | | | |
| Admin salaries | 181,113 | 15,093 | - | (15,093) | 0% | - | (181,113) | 0% |
| Admin salaries-ot | 2,500 | 208 | - | (208) | 0% | - | (2,500) | 0% |
| Medicare tax | 2,844 | 237 | - | (237) | 0% | - | (2,844) | 0% |
| Social security tax | 12,161 | 1,013 | - | (1,013) | 0% | - | (12,161) | 0% |
| Total fringe benefits | 62,980 | 5,248 | - | (5,248) | 0% | - | (62,980) | 0% |
| Contracted services | 200,000 | 16,667 | 19,800 | 3,133 | 119% | 19,800 | (180,200) | 10% |
| Advertising | 50,000 | 4,167 | - | (4,167) | 0% | - | (50,000) | 0% |
| Events expenses | 10,000 | 833 | - | (833) | 0% | - | (10,000) | 0% |
| Printing expense | 12,700 | 1,058 | - | (1,058) | 0% | - | (12,700) | 0% |
| Office supplies-postage | 1,750 | 146 | - | (146) | 0% | - | (1,750) | 0% |
| Subtotal marketing and customer service de | 536,048 | 44,670 | 19,800 | (24,870) | 44% | 19,800 | (516,248) | 4% |
| Total expenditures | 17,970,454 | 1,497,536 | 191,876 | (1,305,660) | 13% | 191,876 | (17,778,578) | 1% |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 6,855,131 | 571,264 | 583,033 | 11,769 | 0% | 583,033 | (6,272,098) | 9% |
| OTHER FINANCING USES | | | | | | | | |
| Transfer to transit capital fund | (1,725,088) | (143,757) | - | 143,757 | 0% | - | 1,725,088 | 0% |
| Transfer to air fund | (800,000) | (66,667) | - | 66,667 | 0% | - | 800,000 | 0% |
| Transfer to housing fund | (1,000,000) | (83,333) | - | 83,333 | 0% | - | 1,000,000 | 0% |
| Total other financing uses | (3,525,088) | (293,757) | - | 293,757 | 0% | - | 3,525,088 | 0% |
| NET CHANGE IN FUND BALANCE | \$ 3,330,043 | \$ 277,507 | 583,033 | \$ 305,526 | | 583,033 | \$ (2,747,010) | |
| BEGINNING FUND BALANCE | | | 7,417,936 | | | 7,417,936 | | |
| ENDING FUND BALANCE | | | \$ 8,000,969 | | | \$ 8,000,969 | | |

**EAGLE VALLEY TRANSPORTATION AUTHORITY
HOUSING FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Month Ended January 31, 2024
Unaudited**

| | Adopted 2024 Budget | 1/31/2024 Prorata Budget | Current Month | | | Year to Date | | |
|---------------------------------------------------------|---------------------------|--------------------------------|---------------------|-------------------------------------|---------------------------------|---------------------|---------------------------------|------------------------------|
| | | | Actual 1/31/2024 | Prorata Variance Over (Under) | Percent of Prorata Budget | YTD Actual | YTD Variance Over (Under) | Percent of 2024 Budget |
| REVENUES | | | | | | | | |
| Rent-leased properties-lake creek village | \$ 54,720 | \$ 4,560 | \$ - | \$ (4,560) | 0% | \$ - | \$ (54,720) | 0% |
| Rent-leased properties-gypsum apt | 6,400 | 533 | - | (533) | 0% | - | (6,400) | 0% |
| Rent-leased properties-riverdance | 27,360 | 2,280 | - | (2,280) | 0% | - | (27,360) | 0% |
| Total revenues | 88,480 | 7,373 | - | (7,373) | 0% | - | (88,480) | 0% |
| EXPENDITURES | | | | | | | | |
| Administration of housing programs | | | | | | | | |
| Salaries | 7,000 | 583 | - | (583) | 0% | - | (7,000) | 0% |
| Subtotal administration of housing programs ex | 7,000 | 583 | - | (583) | 0% | - | (7,000) | 0% |
| EVTA leased housing-lcv | | | | | | | | |
| Materials and supplies | 1,300 | 108 | - | (108) | 0% | - | (1,300) | 0% |
| Lease payments-lcv | 72,960 | 6,080 | - | (6,080) | 0% | - | (72,960) | 0% |
| Subtotal EVTA leased housing-lcv expenses | 74,260 | 6,188 | - | (6,188) | 0% | - | (74,260) | 0% |
| Housing operations-gypsum apt | | | | | | | | |
| Materials and supplies | 1,300 | 108 | - | (108) | 0% | - | (1,300) | 0% |
| Lease payments-gypsum | 16,800 | 1,400 | - | (1,400) | 0% | - | (16,800) | 0% |
| Subtotal housing operations-gypsum apt expen: | 18,100 | 1,508 | - | (1,508) | 0% | - | (18,100) | 0% |
| Housing operations-riverdance | | | | | | | | |
| Materials and supplies | 1,300 | 108 | - | (108) | 0% | - | (1,300) | 0% |
| Lease payments-riverdance | 57,600 | 4,800 | - | (4,800) | 0% | - | (57,600) | 0% |
| Subtotal Housing operations-riverdance expens: | 58,900 | 4,908 | - | (4,908) | 0% | - | (58,900) | 0% |
| Total expenditures | 158,260 | 13,187 | - | (13,187) | - | - | (158,260) | - |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | (69,780) | (5,814) | - | 5,814 | 0% | - | 69,780 | 0% |
| OTHER FINANCING USES | | | | | | | | |
| Transfers from General Fund | 1,000,000 | 83,333 | - | (83,333) | 0% | - | (1,000,000) | 0% |
| Total other financing uses | 1,000,000 | 83,333 | - | (83,333) | 0% | - | (1,000,000) | 0% |
| NET CHANGE IN FUND BALANCE | \$ 930,220 | \$ 77,519 | - | \$ (77,519) | | - | \$ (930,220) | |
| BEGINNING FUND BALANCE | | | 1,000,000 | | | 1,000,000 | | |
| ENDING FUND BALANCE | | | \$ 1,000,000 | | | \$ 1,000,000 | | |

EAGLE VALLEY TRANSPORTATION AUTHORITY
TRANSIT CAPITAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Month Ended January 31, 2024
Unaudited

| | Adopted 2024 Budget | 1/31/2024 Prorata Budget | Current Month | | | Year to Date | | |
|---------------------------------------------------------|---------------------------|--------------------------------|---------------------|-------------------------------------|---------------------------------|---------------------|---------------------------------|------------------------------|
| | | | Actual 1/31/2024 | Prorata Variance Over (Under) | Percent of Prorata Budget | YTD Actual | YTD Variance Over (Under) | Percent of 2024 Budget |
| REVENUES | | | | | | | | |
| Total revenues | \$ - | \$ - | \$ - | \$ - | - | \$ - | \$ - | - |
| EXPENDITURES | | | | | | | | |
| Total expenditures | - | - | - | - | - | - | - | - |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | - | - | - | - | - | - | - | - |
| OTHER FINANCING USES | | | | | | | | |
| Transfer from General Fund | 1,725,088 | 143,757 | - | (143,757) | 0% | - | (1,725,088) | 0% |
| Total other financing uses | 1,725,088 | 143,757 | - | (143,757) | 0% | - | (1,725,088) | 0% |
| NET CHANGE IN FUND BALANCE | \$ 1,725,088 | \$ 143,757 | - | \$ (143,757) | | - | \$ (1,725,088) | |
| BEGINNING FUND BALANCE | | | 2,000,000 | | | 2,000,000 | | |
| ENDING FUND BALANCE | | | \$ 2,000,000 | | | \$ 2,000,000 | | |

EAGLE VALLEY TRANSPORTATION AUTHORITY
 AIR FUND
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
 BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
 For the Month Ended January 31, 2024
 Unaudited

| | Adopted 2024 Budget | 1/31/2024 Prorata Budget | Current Month | | | Year to Date | | |
|----------------------------------------|---------------------------|--------------------------------|---------------------|-------------------------------------|---------------------------------|---------------|---------------------------------|------------------------------|
| | | | Actual 1/31/2024 | Prorata Variance Over (Under) | Percent of Prorata Budget | YTD Actual | YTD Variance Over (Under) | Percent of 2024 Budget |
| REVENUES | | | | | | | | |
| Total revenues | \$ - | \$ - | \$ - | \$ - | - | \$ - | \$ - | - |
| EXPENDITURES | | | | | | | | |
| Minimum revenue guarantee (MRG) | 800,000 | 66,667 | - | (66,667) | 0% | - | (800,000) | 0% |
| Total expenditures | 800,000 | 66,667 | - | (66,667) | 0% | - | (800,000) | 0% |
| EXCESS OF REVENUES OVER (UNDER) | | | | | | | | |
| EXPENDITURES | (800,000) | (66,667) | - | 66,667 | 0% | - | 800,000 | 0% |
| OTHER FINANCING USES | | | | | | | | |
| Transfer from general fund | 800,000 | 66,667 | - | (66,667) | 0% | - | (800,000) | 0% |
| Total other financing uses | 800,000 | 66,667 | - | (66,667) | 0% | - | (800,000) | 0% |
| NET CHANGE IN FUND BALANCE | \$ - | \$ - | - | \$ - | | - | \$ - | |
| BEGINNING FUND BALANCE | | | - | | | - | | |
| ENDING FUND BALANCE | | | \$ - | | | \$ - | | |

**Claims Listing
Eagle Valley Transportation Authority
January 2024**

| Current Payables | | | | | | |
|------------------|-----------------|---------------------------------------|-------------------|----------------------------------------|----------|------------------|
| Invoice # | Date of Service | Vendor | | Description | Itemized | Amount Due |
| 4985 | 01/08/24 | Collins Cole Flynn Winn & Ulmer, PLLC | 01-50-503030-0005 | Legal | | 5,793.00 |
| 12.31.23 | 01/05/24 | Community Resource Services of Co | 01-51-503030-0009 | Accounting 10/23 | | 5,324.50 |
| 2632 | 01/09/24 | CU School of Public Affairs | 01-50-509020-0000 | Travel - Meetings/Seminars | | 1,500.00 |
| 3212 | 12/21/23 | Forward Tech Solutions | 01-52-504990-0010 | IT Computer Supplies -Computer | | 756.00 |
| NI460 | 12/31/23 | High Five Access Media | 01-50-509020-0002 | EVTA meeting broadcast & recording | | 1,950.00 |
| CR-FZ84334 | 01/11/24 | Scott Robinson | 01-50-504990-0001 | Admin Office Supplies - General | | 583.23 |
| 813 | 01/01/24 | Vail Valley Partnership | 01-50-509010-0000 | Dues and Subscriptions | | 1,250.00 |
| 2406 | 01/03/24 | WR Communications | 01-54-503030-3240 | Interin public relations support 12/23 | | 3,500.00 |
| Total \$ | | | | | | 20,656.73 |

| Electronic payments including ACH payments and Wire transfers | | | | | | |
|---------------------------------------------------------------|-----------------|------------------------|-------------------|----------------------|----------|---------------|
| Invoice # | Date of Service | Vendor | | Description | Itemized | Amount Due |
| 5132-0124 | | First Bank Credit Card | 01-52-504990-0010 | Computer Supplies | 63.30 | |
| | | | 01-50-509020-0002 | Dec. EVTA meeting | 299.76 | |
| | | | 01-50-509080-0000 | Recruiting Employees | 169.99 | |
| Total \$ | | | | | | 533.05 |

GRAND TOTAL \$ 21,189.78

| APPROVAL | | |
|-----------------------------------------------------------------------------------------------------------|-----------|------|
| NAME | SIGNATURE | DATE |
| Deputy Director Scott Robinson scott.robinson@evta.org | | |

To: The Eagle Valley Transportation Authority Board

From: David Reid, Eagle County Airport Director

Meeting Date: 02/14/2024

SUBJECT: EGE Air Alliance Minimum Revenue Guarantee (MRG) Opportunity Update

RECOMMENDED ACTION: N/A - Presentation

BACKGROUND:

David Reid will provide an update on new flights coming to the Eagle County Airport.

FINANCIAL CONSIDERATIONS:

EVTA allocated \$800,000 in its 2024 Budget to the Air Fund, intended to support anticipated MRG agreements.

ATTACHMENTS:

N/A

Minimum Revenue Guarantee (MRG) Flights - Summer 2024

United Airlines ~ Chicago/ORD

- Equipment: 737
- Number of Flights: 26 Departures
- Frequency: Arrivals on Friday and Saturday evening;
Departures on Saturday and Sunday morning
- Dates: June 7 thru September 1
- MRG: \$413,432 total; \$7,951/flight



Minimum Revenue Guarantee (MRG) Flights - Summer 2024

United Airlines ~ Houston/IAH

- Equipment: 737
- Number of Flights: 22 Departures
- Frequency: Arrivals on Friday and Saturday evening; Departures on Saturday and Sunday morning
- Dates: June 7 thru August 18
- MRG: \$287,423 total; \$6,532/flight



To: The Eagle Valley Transportation Authority Board

From: Lance Trujillo, Director of Innovation & IT

Meeting Date: 02/14/2024

SUBJECT: Technology Transition Update Presentation

RECOMMENDED ACTION: N/A - Presentation

BACKGROUND:

Lance Trujillo will provide an update to the Board on the EVTA Technology Transition Plan.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

N/A

To: The Eagle Valley Transportation Authority Board

From: Larry Tenenholz, acting ECO Transit Director

Meeting Date: 02/14/2024

SUBJECT: ECO Transit Quarterly Update

RECOMMENDED ACTION: N/A - Presentation

BACKGROUND:

Larry Tenenholz will update on ECO Transit Operations. ECO Transit staff will be available to address questions related to information in the staff reports.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

1. ECO Transit Presentation
2. ECO Transit Staff Reports

ECO Transit Operations Update

January 2024

ECO Transit Update - Ridership

Total System Ridership

- Preceding month (Jan 2024) 218,127
- Same month last year (Jan 2023) 167,067

**30.5% increase in total system ridership
vs. same month in 2023**

ECO Transit Update - Ridership

Ridership (Direct Operation by ECO):

- Preceding month (Jan 2024) 180,116
- Same month last year (Jan 2023) 167,067

Ridership (Contract Operation – Vail-BC Express):

- Preceding month (Jan 2024) 38,011
- Same month last year (Jan 2023) N/A

17.4% of total ridership on contract service

ECO Transit Update Dec- Routes

- Scheduled Trips/Trips Completed (direct operation):

4,355/4,332, 99.5%

- Unscheduled Trips (Shadow Buses, direct operation):

8

- Scheduled Trips/Trips Completed (contract):

2,046/1,971, 96.3%

- Missed Contract Trips filled by ECO Transit:

64/2,046, 3.1% of total contract trips

- Net Contract Service Missed

11/2,046, .05% of total contract trips

ECO Transit Update – Drivers

Directly Operated Service

- Minimum required number of Drivers w/Extra Board Personnel) 51
- Current number of drivers
 - Full time Drivers 23
 - Part time Drivers 2 -FTE
 - Seasonal Drivers 23
 - Drivers available/Drivers needed 47/51 92% percent staffed
 - Drivers in training 0 -Class of at least 4 will start 2/26/24

Contract Service

- Drivers available/Drivers needed 4 FTE 4 Temps , 100% staffed
- Drivers in training 2 -3 in hiring pipeline

ECO Transit update - Buses

- Total number of buses — 51 (with Electric)
- Number of Buses on site —46 (4 Refurb, 1 Engine Rebuilds)
- Current types of buses on site
 - Diesel 35
 - Hybrid 0
 - Electric 3
 - Gas 8
- 2024 buses to be delivered

| | | | |
|----------------------------|---|-----------------------|---------------------------------|
| • Refurb | 6 | Expected date - Qtr 4 | Replacement (2 as early as May) |
| • Diesel | 0 | Expected date - | Replacement |
| • Hybrid | 0 | Expected date - | Replacement/Additional |
| • Electric | 2 | Expected date - Qtr 3 | Additional |
| Total net change +2 | | | |
- 2025 buses to be delivered

| | | | |
|---------------------------|---|-----------------------|------------------------|
| • Refurb | 1 | Expected date- Qtr 1 | Replacement |
| • Diesel | 1 | Expected date - Qtr 1 | Replacement/Additional |
| • Hybrid | 5 | Expected date - Qtr 2 | Replacement |
| • Electric | 0 | Expected date - | Replacement/Additional |
| Total net change 0 | | | |

SP+ Bus Count

Contract calls for 4 buses with 3 in service at a time. They started with 4 buses (1 for a spare) and purchased an additional bus (5th) which is on property and ready. They are also in the process of purchasing a 6th bus from a Denver property which should be finalized next week. They own and purchased all their buses which shows their commitment to our community.

ECO Transit Update - Successes

- Able to cover 85% of contracted bus issues
- With additional buses at overload time we have reduce the number of full buses. Still had 12 instances of full buses, down from over 25 in December.
- Actively pursuing contracting out 50% of fleet maintenance. The outside firm has just signed a lease on a 3-4 bay building.
- We have both a Safety Plan and Maintenance Plan ready to be forwarded to EVTA for approval.
- Working with the NEW EVTA Director of Culture to complete our Employee Manual

Proposed Additional Summer Schedule

- Highway 6 additional hours **20** -providing ~20 min peak service
- SP+ Total hours Minturn Service **34** -including 3.5 additional hours (w/1 hr later)
Added Midday Red Cliff Round Trip
~10:30am
- Valley additional hours **18** -providing ½ hour service from
~7am - 5pm

ECO Transit Update – Challenges

- Need additional space for parking buses
- Express Buses?
- Additional Service for Summer Schedule (need 6-8 operators)
- Outsourcing Maintenance
- Housing for drivers (6-8 additional operators)-plus administrative needs

ECO TRANSIT STAFF REPORTS

Pass Sales and Revenue Report
Dayana Herr, Administrative Supervisor

Fare Revenue - 4th Quarter-2023

ECO Transit, as of now, does not have the updated revenue figures for the 4th quarter of 2023 available in its Finance Software “New World” due to the 2023 revenue cut-off being set for March 1. This delay affects our ability to provide immediate and precise figures for Farebox Revenue, Pass Sales, and Sales Tax Revenue for the final quarter. However, we can preliminarily report that the actual collected revenue for the year has surpassed our initial projections, indicating a positive trend in our financial performance. We will share a report to the board with the actuals for the 4th quarter of 2023 after March 1.

Social Media Update
Dayana Herr, Administrative Supervisor

ECO Transit's Social Media Channels have consistently been a fantastic resource for our riders, offering the latest updates and news directly from our system. Some of our posts during the holiday season had great feedback from our followers.

| Social Media Channels | Followers gained 1st Quarter of 2023 | Followers gained 2nd Quarter of 2023 | Followers gained 3rd Quarter of 2023 | Followers gained 4th Quarter of 2023 | Reach of each post/comment |
|------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|-----------------------------------|
| Facebook | 350 | 370 | 381 | 413 | 605 |
| Instagram | 189 | 203 | 210 | 216 | 245 |

In exciting news, we will soon welcome a new team member to the ECO team as our Information Services Representative at the Vail Transportation Center Booth. This addition is not just a boost to our in-person assistance but also a significant enhancement to our online presence. Our new colleague will be dedicating at least 10 hours a week exclusively to planning, creating, and scheduling content for our social media channels. This focused effort is set to amplify our outreach, attract more followers, and refine our strategies to utilize these tools effectively.

2023 ECO Transit Safety Award Banquet
Dayana Herr, Administrative Supervisor

We're thrilled to report on the amazing success of our first-ever Safety Award Banquet, a memorable evening that saw our staff and their families thoroughly enjoying the festivities. The evening was made special with vibrant entertainment from a Mariachi band, bringing smiles and a festive atmosphere to all in attendance. The highlight, undoubtedly, was the joy and pride on our team members' faces as they received their well-deserved awards, making the occasion unforgettable. This event not only celebrated our commitment to safety but also strengthened our sense of community within ECO. Our sincere appreciation extends to the dedicated staff who played a part in organizing this event and to all the Board Members who were able to join us. We look forward to many more celebrations, honoring the hard work and dedication of our team in such a memorable way.



Fleet Report

Jessie Cooper, Fleet Asset Supervisor

| Type of bus | Average Fleet in service (past 90 days) | Average Fleet out of Service (past 90 days) |
|---------------------|---------------------------------------------------|-------------------------------------------------------|
| Gillig (Diesel) | 19 | 13 |
| Proterra (Electric) | 0 | 3 |
| Para (Diesel/Gas) | 5 | 1 |

| Average Buses Down by Quarter | | |
|--------------------------------------|------------|----------------|
| Quarter | In Service | Out of Service |
| Q1 | 52% | 48% |
| Q2 | 55% | 45% |
| Q3 | 53% | 47% |
| Q4 | 58% | 42% |

Explanation of Trends

The use of both The Eagle County and Town of Avon shops is continuing to have a huge effect on fleet health. The Average days down hasn't changed for the Gilligs primarily due to the fact that we had multiple Engine Rebuilds which attribute towards down time. A rebuild takes anywhere from 2-3 months.

| Percentage of Fleet | | | Average days down 2022 | Average Days down 2023 |
|------------------------------------------------|----------|-----|---------------------------|---------------------------|
| Proterra (Electric) | 3 of 50 | 6% | 88 | 99 |
| Gillig (Diesel) | 37 of 50 | 74% | 9 | 9 |
| Light- Medium Duty Ford/GMC (Gas/Diesel) | 10 of 50 | 20% | 1 | 16 |

Explanation of Trends, Continued:

Bus accidents that caused significant body damage have cut down our spare ratio as Eagle County only has one body technician for all of Eagle County's fleet. This has impacted our ability to perform preventative maintenance.

The cutaway fleet reached the end of its useful life and started to require larger longer diagnostics and repairs. Due to their age and the manufacturer being bought out, parts and schematics are no longer easy to find. We were able to find and purchase 3 cutaways for seniors and paratransit and they were put into service shortly after we got them. The best one of the 3 older buses will be kept as an in-service spare, one may be used for parts while the last will be sent to auction.

Factors contributing to vehicle downtime:

- Limited shop space and number of Techs
- Engine jobs take 2-3 months to complete, these are usually planned and happen roughly 4-5 years into a bus' life at approximately 325,000 miles
- Any accident that requires more than just a panels swap, in 2023 there were (3)

Recent wins:

- Increased utilization of Town of Avon shop for quick turn around fixes
 - This continues to save labor trying to get a bus from up valley to down valley for a short turnaround fix.
 - This has saved some routes from being canceled.
 - ECM Updates are now regularly completed which has been the fix to many recurring codes for issues that don't exist.
- We purchased 3 brand new cutaways off a lot here in Colorado.
- Outside vendors are completing projects (Large Fleet) 2 out of 3 unplanned engine jobs completed.
- The purchase of the two Beaver Creek buses greatly assisted in training in the fall; they will continue to be limited use/backup buses until all of the ITS equipment is installed.
 - These buses are often used to cover the Vail to Beaver Creek Express.

| Accident Type | 1st Quarter 2023 | 1st Quarter 2022 | % Change |
|----------------------------------------------------------------------------------------|-------------------------|-------------------------|-----------------|
| <i>Preventable</i> | 7 | 8 | -13% |
| <i>Non Preventable</i> | 4 | 3 | 25% |
| Total | 11 | 11 | 0.00% |
| | | | |
| Mileage | 492,917 | 419,317 | 14.93% |
| | | | |
| Accident Type | 2nd Quarter 2023 | 2nd Quarter 2022 | % Change |
| <i>Preventable</i> | 1 | 8 | -88% |
| <i>Non Preventable</i> | 2 | 2 | 0% |
| Total | 3 | 10 | -70.00% |
| | | | |
| Mileage | 352,889 | 346,213 | 1.89% |
| | | | |
| Accident Type | 3rd Quarter 2023 | 3rd Quarter 2022 | % Change |
| <i>Preventable</i> | 9 | 11 | -18.18 |
| <i>Non Preventable</i> | 5 | 4 | 20.00% |
| Total | 14 | 15 | -7.14% |
| | | | |
| Mileage | 346,154 | 348,984 | -0.82% |
| | | | |
| Accident Type | 4th Quarter 2023 | 4th Quarter 2022 | % Change |
| <i>Preventable</i> | 5 | 2 | 60.00% |
| <i>Non Preventable</i> | 3 | 1 | 66.66% |
| Total | 8 | 3 | 62.50% |
| | | | |
| Mileage | 383,308 | 364,285 | 4.96% |
| | | | |
| Year Totals | 2023 | 2022 | % Change |
| Accidents | 36 | 39 | -7.69% |
| Mileage | 1,575,268 | 1,517,492 | 3.67% |
| Accident Frequency Rate | 2.29 | 2.57 | -10.89% |
| | | | |
| * Number of accidents per 100,000 Miles. National Standard KPI - goal is 2.50 or lower | | | |
| | | | |
| | | | |

To: The Eagle Valley Transportation Authority Board
From: Scott Robinson, EVTA Deputy Director of Admin & Finance
Meeting Date: 02/14/2024

SUBJECT: Electronic Mail Policy and Resolution

RECOMMENDED ACTION: Approve Resolution 2024-03: Electronic Mail Policy

BACKGROUND:

Staff presented an email policy and resolution at the January 2024 regular business board meeting. Questions arose from the board regarding the content on the policy and if more needed to be added. The board moved to table the policy and resolution to allow staff to explore more options.

It is a statutory requirement and best practice for government agencies to have an adopted email policy. The intent of this email policy is to address the state requirements set forth below to ensure the Authority is complying with statutory requirements.

24-72-204.5 – Adoption of electronic mail policy

(1) On or before July 1, 1997, the state or any agency, institution, or political subdivision thereof that operates or maintains an electronic mail communications system shall adopt a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted.

(2) The policy shall include a statement that correspondence of the employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under section 24-72-203.

DISCUSSION:

Staff received feedback from the Board at the January meeting to explore if more detail could be added to the policy. After consulting with legal counsel and requesting a copy of Eagle County Government's policy surrounding this topic, staff have presented an updated email policy for board consideration.

Staff and legal counsel believe it is best for the board to adopt the policy as presented because:

1. It allows the Authority to be in compliance with state statute, while still giving the opportunity for revisions in the future.
2. Staff would like to work on a more comprehensive computer usage policy (which would include email) once the Innovation & IT Director and the People & Culture Director are on board. One of their first tasks will be building out a prioritized project list as it relates to the acquisition of ECO Operations and this policy will be on that list. A comprehensive policy requires the expertise of the IT Director for specific details related to the systems and software they will be launching for the Authority. The People & Culture Director will utilize the employee handbook to set expectations and consequences for staff surrounding the policy that align with the Authority's desired culture and needs. Staff received examples of Eagle County Government's policy and handbook, which followed a similar practice.

DECISION POINT:

1. Approve the electronic mail policy as presented
2. Forgo approving an email policy to a later date

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

1. Resolution 2024-03: Electronic Mail Policy

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024-03

RESOLUTION ADOPTING AN ELECTRONIC MAIL POLICY

WHEREAS, the Eagle Valley Transportation Authority (“Authority”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and Section 24-72-204.5, C.R.S., requires political subdivisions of the State of Colorado who operate or maintain an electronic mail (“e-mail”) communications system to adopt a written policy regarding monitoring of e-mail communications and the circumstances under which it will be conducted; and

WHEREAS, Section 24-6-402(2)(d)(III), C.R.S., provides that if elected officials subject to the Colorado Open Meetings Law (Sections 24-6-401 and 24-6-402, C.R.S.) use e-mail to discuss pending legislation or other public business among themselves, the e-mail shall be subject to the requirements applicable to public meetings; and

WHEREAS, the Authority Board of Directors (“Board”) wishes ~~to set forth its policy for the monitoring of e-mail communications by, to and between Authority personnel, and further to set forth its policy for purposes of complying with the public meetings requirements of the Colorado Open Meetings Law applicable to e-mail regarding pending legislation or other public business among the Board, and further to set forth and clarify its policy regarding use of the Authority’s e-mail system~~ to adopt an e-mail policy to comply with the requirements set forth in Section 24-72-204.5, C.R.S.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Eagle Valley Transportation Authority, as follows:

1. Authority E-mail System Use and Monitoring.

(a) Authority Systems. The Authority’s e-mail system is a business tool owned and paid for by the Authority for use by employees of the Authority and the Board (collectively “System Users”). The e-mail system is designed to facilitate the Authority’s business transactions and is limited to communications solely related to Authority business-related subjects. The email system should primarily be utilized for business-related communications, and its use for personal, private, or non-business purposes is discouraged. ~~The e-mail system is not to be used for communications of a personal, private, or non-business matter or nature.~~

(b) Private Systems. ~~System Users~~ Employees shall use the Authority’s e-mail system for sending and receiving all e-mail related to Authority business and affairs. The use by employees ~~System Users~~ of private e-mail systems to conduct Authority business is strictly prohibited, with the exception of receiving occasional or

inadvertent e-mail, which will be answered only through the Authority’s e-mail system. Board Members are encouraged, but not required, to utilize the Authority e-mail system for Authority business. The Authority shall provide no support to System Users who use private e-mail systems to conduct or discuss Authority business, and shall not reimburse any costs associated with such use of private e-mail systems, including damage to hardware or software resulting from Authority-related e-mail sent or received by private e-mail systems. Use of private e-mail systems may subject such systems and related computers and hardware to discovery orders, seizure, search and inspection in the event of litigation and public records requests.

(c) Monitoring.

(i) The Authority may periodically monitor, audit, and review e-mail messages sent and received over the Authority’s email system at any time. The use of authorization passwords by System Users should not be construed as creating a private communication medium. ~~All computer passwords must be divulged to the system administrator and the use of unauthorized or undisclosed passwords is strictly prohibited.~~ System Users shall not attempt to access any system to which they are not authorized. The e-mail system should not be used to solicit outside business ventures or political, religious or other personal causes. All messages on the e-mail system can be traced to their author even after they are “deleted.” ~~All e-mail messages are subject to discovery orders in litigation matters.~~

(ii) ~~Additionally, correspondence in the form of e-mail~~ E-mail sent or received by System Users may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S. Public records generally include all records related to Authority matters. Systems Users with questions about public records should refer to the Authority’s Open Records Policy and may contact The Executive Director —————with questions.

~~(e)~~(iii) E-mail is an extension of the workplace and abusive or inappropriate e-mail will subject employees to the disciplinary policies of the Authority, up to and including termination. Abusive or inappropriate e-mail sent by System Users over the Authority’s system may also be governed by the appropriate ethics or disciplinary policies of the Authority. By using the Authority’s e-mail system, the System User expressly consents to the Authority’s monitoring policy, agrees to comply with all limitations on the use of the e-mail system, and understands that the e-mail system is not a private communication medium.

2. E-mail Between Board Members. Any correspondence between Board Members in the form of e-mail may be a public record under the Public Records law and may be subject to public inspection under Section 24-72-203, C.R.S. Emails between 3 or more Board Members that discuss Authority business or pending legislation may constitute a public meeting, and Board Members are encouraged to avoid email

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~~discussions. Section 24-6-402, C.R.S., requires that certain e-mail between Board Members that discusses pending legislation or other public business shall be considered a public meeting. If required by Section 24-6-402, C.R.S., the Secretary, or other individual designated by the Secretary, shall post a public notice of an ongoing e-mail meeting among Board Members subject to the Colorado Open Meetings Law. Such notice shall inform members of the public of the ability to attend such e-mail meeting by having their names added to the distribution list. The public notice of the ongoing e-mail meeting shall provide the general topics of discussion and shall be updated as new topics become the subject of e-mail correspondence subject to the Colorado Open Meetings Law among Board Members. To facilitate attendance by the public, the Board shall keep a distribution list of all persons wishing to attend such e-mail meetings. If required by the Colorado Open Meetings Law, copies of e-mail correspondence among Board Members subject to such State law shall be provided to the Executive Director and forwarded to persons on the e-mail distribution list. The Executive Director shall promptly mail a copy of such correspondence by U.S. Mail to persons on the distribution list who do not have e-mail capability. The Executive Director shall keep a printed copy of all e-mail subject to the provisions of the Colorado Open Meetings Law among Board Members, which shall be available for public review. Any correspondence between Board Members in the form of e-mail may be a public record under the Public Records law and may be subject to public inspection under Section 24-72-203, C.R.S.~~ No policy, position, resolution, rule or regulation shall be approved, or formal action shall be taken via e-mail. Directions regarding implementation of policies, positions, resolutions, rules or regulations and direction to staff regarding administrative matters shall not constitute approval of a policy, position, resolution, rule or regulation or formal action.

3. Additional Procedures and Guidelines. The Executive Director, in consultation with the IT department is authorized to adopt, implement, and update additional procedures and guidelines to ensure proper use of e-mail, technology equipment, and other systems of the Authority.

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3.4. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4.5. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

Adopted this ~~10th~~^{14th} day of ~~January~~^{February}, 2024.

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EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____

Amy Phillips, Board Chair

Attest:

Tanya Allen, Secretary

To: The Eagle Valley Transportation Authority Board
From: Scott Robinson, EVTA Deputy Director of Admin & Finance
Meeting Date: 02/14/2024

SUBJECT: Insurance Broker Services Professional Services Agreement

RECOMMENDED ACTION: Approve the professional services agreement with Highstreet TCW Risk Management for insurance broker services.

BACKGROUND:

In December 2023 staff released an RFP for Insurance Broker Services. A total of four brokers submitted proposals. Staff interviewed finalists and have selected Highstreet TCW Risk Management (TCWRM) for board consideration.

TCWRM currently provides insurance brokerage services to more than 1,200 Colorado Special Districts, including many Eagle County government agencies. They are able to provide all the types of coverage listed in the RFP. We received a mix of fee proposals. Some brokers charge the client a flat fee (\$25-50k) for brokerage services; others collect a commission from the insurance company. TCWRM operates on a commission base, so the direct cost to the Authority is much lower (and in almost every case will be \$0) than a flat fee structure. The commissions they receive from the insurance companies are clearly listed on every quote provided and typically average about 10%.

TCWRM will work with staff to secure the most comprehensive insurance policies at competitive prices for the following types of coverage:

- Property and Equipment Breakdown - Value of Owned Property and
- Equipment
- General Liability, Employment Practice Liability, Public Entity
- Management Liability, and Employer's Liability, Excess (Umbrella)
- Liability - Up to \$5 million
- Auto Liability and Auto Physical Damage - \$10+ million and To Value
- Workers Compensation
- Employment Benefits
- Terrorism Property and Nuclear, Chemical, Biological, Radiological

- (NCBR)
- Malicious Attack/Terrorism Event Response
- Premises Pollution Liability
- Fiduciary Liability
- Crime - Up to \$3 million
- Network Security & Privacy Liability (Cybersecurity) - Up to \$1 million
- Other insurance policies as may be determined by the Authority

Staff recommends approving the professional services agreement with Highstreet TCW Risk Management for insurance brokerage services.

FINANCIAL CONSIDERATIONS:

Insurance is budgeted in the FY24 budget.

ATTACHMENTS:

1. TCWRM RFP Response &
2. Professional Services Agreement with Highstreet TCW Risk Management

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into the most recent day and year set forth below by and between **EAGLE VALLEY TRANSPORTATION AUTHORITY** (“Owner”), whose mailing address is c/o ECO Transit, P.O. Box 1070, 3289 Cooley Mesa Rd, Gypsum, Colorado 81637, and **HIGH STREET TCW RISK MANAGEMENT**. (“Contractor”), whose mailing address is 384 Inverness Parkway, Suite 170, Englewood, CO 80112. The Owner and the Contractor 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 Contractor agrees to provide insurance brokerage services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of 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. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than fifteen (15) days following execution of this Agreement by the Parties and completed no later than the deadline applicable to that portion of the services, as specified in **Exhibit A**, subject to a Force Majeure Event as set forth in Section 31. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least 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 the Owner, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice ten (10) days in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Owner for services under this Agreement to

the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees the Contractor may collect commission directly from the insurance carrier(s). The Owner shall provide no benefits to the Contractor other than the compensation stated above.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in material default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Contractor; provided, however, Contractor has the right to withhold payments to a third party in the event such third party (a) is in default of any of its obligations under any agreement between Contractor and such third party; or (b) any act or omission by such third party which has or may cause loss or damages to Contractor.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Owner. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Owner for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion; provided, however, notwithstanding the foregoing, Contractor may subcontract part of the services to the independent third party subcontractors set forth on **Exhibit A**. Contractor shall be responsible for all the acts and omissions of subcontractors. Nothing in this Agreement shall be construed to establish a contractual relationship between Owner and any subcontractor.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor's services of which it becomes aware promptly and without additional compensation unless and to the extent such corrective action is attributable to errors or deficiencies in any of the information furnished by the Owner or third parties on behalf of Owner. The Owner's approval of the Contractor's services shall not diminish or release the Contractor's duties or obligations hereunder, since the Owner is ultimately relying upon the Contractor's skill and knowledge to perform the Scope of Services. Other than the warranties set forth in Section 10 and the first sentence of Section 11 ("Deliverable Warranty"), Contractor provides no other warranties of any kind, express or implied, and disclaims all implied warranties, including without limitation warranties of fitness for a particular purpose or merchantability. If at any time within sixty (60) days after delivery of the work product ("Warranty Period") there is a breach of the Deliverable Warranty, Owner will notify Contractor within the Warranty Period of the breach and setting forth the nature of the claimed breach. Contractor shall then either (a) repair, correct or replace the work product at no cost to Owner, or (b) provide Owner with a full refund for that part of the work product that is in breach of the Deliverable Warranty. Owner acknowledges and agrees Contractor's sole and exclusive obligation and Owner's sole and exclusive remedy if there's a breach of the Deliverable Warranty is as is set forth in this Section 11.

12. Intentionally Omitted.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence;

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate;

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) Professional Liability coverage: The Contractor shall carry Professional Liability coverage with limits of \$1,000,000 per Occurrence / \$1,000,000 Aggregate.

(e) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the Owner is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Contractor will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(f) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation (other than nonpayment of premium) or non-renewal, the Contractor shall, within thirty (30) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Contractor.

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

15. Acceptance Not Waiver. The Owner'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 the Owner under this Agreement.

16. 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.

17. Remedies. Except as provided in Section 13(i) (Insurance), 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 (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

18. Indemnification; No Waiver of Liability or Immunity; Limitation of Liability. (a) The Contractor agrees to indemnify, and hold harmless the Owner and its officers, directors, and employees, from any and all damages and liabilities arising from third party claims related to the Contractor's performance of the Scope of Services. The Contractor's obligations and limitations under this Section 18 shall be to the fullest extent permitted by law. **Notwithstanding any other provision contained in this Agreement except as set forth in this Section 18, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive the Contractor's liability (by type of liability), except though, for sake of clarity, the extent of liability is limited as set forth subsections (b) and (c) immediately below.** The

Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees; (b) Except for Contractor's intentional fraud, gross negligence or willful misconduct, the aggregate and total liability of Contractor to Owner, and all third parties, for all claims or Losses (as defined below) arising out of or relating directly or indirectly to Contractor's obligation and liability under Section 18(a) (Indemnification and hold harmless) of this Agreement, shall be limited to the amount Contractor is paid for its services performed prior to the deadline in Exhibit A. This limitation of liability is cumulative and not per incident. The existence of one or more claims shall not enlarge this limitation; (c) With respect to claims by Owner, except those directly or indirectly related to indemnification and hold harmless, as aforesaid, Contractor's total liability under this Agreement for all Losses shall be limited to the amount of insurance proceeds available and payable on behalf of or to Contractor at the time of settlement or judgment from Contractor's insurance policies applicable to Owner's claim. It is intended this limitation applies to all causes of action however alleged or arising including without limitation all claims for breach of contract or warranty, statutory claims, and torts. Owner releases Contractor from all obligations, claims, and Losses in excess of the limitations expressed in this Section 18. "Losses" means all liabilities, damages, fines, claims, causes of action, judgments, costs, and expenses including without limitation, interest, penalties, attorneys' fees (including those to enforce this provision and any duty to defend under this Section 18), all disbursements and expenses incurred in investigating, preparing or defending against any litigation or any type proceeding, commenced or threatened, or any claim whatsoever, and all amounts paid in settlement of any claim or litigation.

19. Binding Effect and No Personal Liability. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, and their assigns and shall inure to the benefit of the Parties' respective successors and permitted assigns. In the event of negligence or the breach of any of the terms, agreements, covenants, representations and warranties of this Agreement or any claim whatsoever, the Parties agree (a) there shall be absolutely no personal liability of any employee, manager, member or agent of either Party; and (b) each Party waives all claims, demands, and causes of action against the other Party's managers, members, employees and agents in their individual capacity.

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. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

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

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

26. Notices. All notices which are required, or which may be given under this Agreement shall be effective when emailed to Owner at Tanya.Allen@EVTA.org or The Contractor at sgomez@tcwrm.com and mcarlson@tcwrm.com.

27. 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.

28. 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.

29. 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.

30. 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.

31. Force Majeure. The Parties expressly condition the performance of their duties under this Agreement on the nonoccurrence of a Force Majeure Event. No Party shall be liable for any loss or damages whatsoever arising out of any delay or failure in the performance of its obligations pursuant to this Agreement to the extent such delay or failure results from events beyond the reasonable control of that party that impair such party's ability to perform its obligations hereunder, including but not limited to acts of God, acts of war, terrorism, riots, or other hostilities, accident, fire, flood, strikes, lockouts, industrial disputes, shortages of fuel or financial system disruptions or delays (a "Force Majeure Event"). In the case of Contractor, Contractor shall within the next business day following the beginning of such delay, notify Owner in writing of the cause of delay. Any delays or failures that are excused pursuant to this Section shall automatically extend the time period for the affected service equal to the duration of the Force Majeure Event.

[Signature Pages Follow]

OWNER:

Eagle Valley Transportation Authority

By: _____
Name: Tanya Allen
Title: Executive Director
Date: _____

CONTRACTOR:

Highstreet TCW Risk Management

By: _____
Name: Mark Carlson
Title: President
Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

I. **Scope of Services.**

The selected provider will assist the Authority in securing the most comprehensive insurance policies at competitive prices for the following types of coverage:

- a. Property and Equipment Breakdown - Value of Owned Property and Equipment
- b. General Liability, Employment Practice Liability, Public Entity Management Liability, and Employer's Liability, Excess (Umbrella) Liability - Up to \$5 million
- c. Auto Liability and Auto Physical Damage - \$10+ million and To Value
- d. Workers Compensation
- e. Employment Benefits
- f. Terrorism Property and Nuclear, Chemical, Biological, Radiological (NCBR)
- g. Malicious Attack/Terrorism Event Response
- h. Premises Pollution Liability
- i. Fiduciary Liability
- j. Crime - Up to \$3 million
- k. Network Security & Privacy Liability (Cybersecurity) - Up to \$1 million
- l. Other insurance policies as may be determined by the Authority

The Authority has the ability to join several pools to handle some lines of coverage. The broker should be able to provide a fee schedule containing pricing with the Authority's participation in CIRSA and CSDP Plans and pricing if the Authority were to not participate.

The following scope reflects the Authority's minimum needs with respect to a broker. While this scope is comprehensive, the Authority encourages the Proposer to describe and include any value-added services, features and/or benefits it offers.

The Consultant will:

- Solicit competitive proposals on behalf of the Authority for new insurance policies. The Authority will provide the Consultant with information for the solicitation of insurance proposals including lists, descriptions and values of vehicles, facilities and properties, list of Authority employees, and list of parties to be additional named insured. The consultant will make recommendations for specific insurance policies and coverage to be purchased by the Authority each year thereafter based on updated information provided by the Authority.
- Review and evaluate competitive proposals received and make recommendations to Authority management regarding the purchase of insurance each year. Recommendations must be presented to the Authority no later than October 15 of each year.
- Upon direction from the Authority, negotiate and bind the insurance policies purchased each year and provide electronic copies of the policies to the Authority as requested.
- At the beginning of each policy year and as requested, prepare and distribute Certificates of Insurance to the entities required to be a Named Insured or Additional Named Insured by the Authority.
- Provide loss runs and other information to the Authority as requested for each insurance policy bound by the Consultant.
- Provide risk management and safety consulting services to the Authority throughout the term of the contract.
- Assist and support the Authority in administering all insurance plans and provide consulting services on insurance-related issues.
- Provide training documents and support as needed.
- Respond to questions and provide reports and other information to the Authority as needed.
- Provide on-going information about developments and potential impacts of new laws (state and federal), government regulations, forms, trends or any other information to the Authority that may affect the Authority's insurance program.
- Assist with claims and interface with the Authority's Claims Management Consultant(s) and insurance carriers as needed in the resolution of any types of issues, problems or claims.
- Assist the Authority with the review of contracts and provide advice on insurance to be required of vendors, suppliers, and Consultants.
- Designate primary contact person between broker and the Authority for all communications as well as a secondary person for back-up.
- Provide customary insurance broker and insurance and risk management consulting functions not explicitly stated above.

Consultant will provide insurance brokerage services to the Authority. As the services include the placement of insurance coverages, Consultant will use its commercial best efforts to secure such insurance coverages on the Authority's behalf. In the event an

insurance company cancels or refuses to place such insurance coverages, Consultant will use its best commercial efforts to obtain the coverage from another insurance company.

Consultant will not be operating in a fiduciary capacity, but only as the Authority's Consultant, obtaining a variety of coverage terms and conditions to protect the risks of the Authority. Consultant will seek to bind those coverages based upon the Authority's authorization; however, Consultant can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language.



Request for Proposal:

Eagle Valley Transportation Authority

January 5, 2024

Presented By:



Mark Carlson

mcarlson@tcwr.com

384 Inverness Parkway Suite 170

Englewood, CO 80112

Phone: (303) 872-1920

www.hsip.com/tcw

January 5, 2024

Eagle Valley Transportation Authority
Tanya Allen, Executive Director
Amy Phillips, Board Chair

Re: RFP Response for Eagle Valley Transportation Authority

Dear Tanya and Amy,

We are pleased to present to you the following Proposal to act as the District's Insurance Broker and/or Agent. Questions on anything left unclear are encouraged. We are confident that you'll find all answers in order and that our credentials and qualifications are superior. Our agency has been deeply involved in the Special District community for many years, and we welcome the opportunity and challenges that a relationship with Eagle Valley Transportation Authority may encounter in the upcoming year.

We feel that our work begins in earnest when selection is made and that it's our job to prove to you that you made the right decision to engage our services, and to continue to prove that with each phase of our work and communications.

We look forward to working through this process with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Carlson', with a long horizontal flourish extending to the right.

Mark Carlson, CIC, CPCU
President
Phone: 303-872-1920
Fax: 303-872-1940
E-mail: mcarlson@tcwrm.com

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Executive Summary

As an agency, our commitment to the Colorado Special Districts began in 1972. We currently provide Property and Liability, Workers' Compensation, and/or Employee Benefits to more than 1200 Special Districts in Colorado. By combining our in-depth understanding and extensive experience in Special Districts, our unbiased approach to coverage evaluation, and our commitment to delivering top-notch service, you gain a unique blend of knowledge, experience, and support. Our independence and track record of customer satisfaction with Districts like yours further solidify our position, offering unparalleled advice, counsel, advocacy, and marketing influence that sets us apart from others in the industry.

We have dedicated the bulk of our training, resources, time, and relationships to understanding the needs of Special Districts at a level unmatched by any other resource in the state. We are members of the Special District Association of Colorado because we recognize the value of committing to the Special Districts community, attending conferences, learning the pain points, being an active resource in finding solutions, and responsibly planning for growth.

We are very committed to Eagle County's Special Districts. Our agency works with these districts in Eagle County:

- Mountain Recreation Metropolitan District
- Beaver Creek Metropolitan District
- Vail Park & Recreation District
- Greater Eagle County Fire Protection District
- Eagle Vail Metropolitan District
- Bachelor Gulch Metropolitan District
- Eagle River Fire Protection District
- Eagle River Water & Sanitation

We highly value the trust bestowed upon our team by our clients in Eagle County, and we take great pride in assuming the responsibilities associated with these partnerships. As your insurance broker, our foremost duties encompass:

Marketing and Negotiation: We are committed to effectively marketing your risk and negotiating the best possible terms to secure comprehensive coverage at competitive prices.

Advice & Counsel (including risk identification): Focused on providing advice and counsel, we identify potential risks and work with you to develop strategies for risk mitigation, transfer, and insurance most suitably and cost-effectively.

Advocacy: Our team serves as your advocate, working diligently on your behalf with insurance carriers and guiding you through the claims process to achieve optimal results.

To fulfill these responsibilities, we rely on a collaborative partnership. This involves sharing essential information about your operations, finances, human resources, and any current or future concerns. Through this partnership, we ensure that our services are tailored to your specific needs, consistently delivering comprehensive coverage and cost-effective solutions.

Plan to Deliver Services

Risk Analysis

We generally begin our risk analysis and assessment of loss exposures by touring the specific operations to be insured. A physical review of these operations allows us to assess the property and liability exposures and begin designing a coverage program for your operation. As part of the analysis and marketing, we also like to review contracts to determine if appropriate risk transfer and mitigation steps have been taken.

Lines of Coverage Offered

Based on the results of our thorough analysis, our team will create a comprehensive insurance program from the following lines of coverage we offer:

- Property & Equipment Breakdown
- General Liability
- Employment Practices Liability
- Public Entity Management Liability including Directors & Officers
- Employers Liability & Worker's Compensation
- Excess Liability
- Auto Liability and Auto Physical Damage
- Worker's Compensation
- Employment Benefits Liability
- TRIA including Nuclear, Chemical, Biological and Radiological, Malicious Attack/TRIA Event Response
- Premises Pollution Liability
- Fiduciary Liability
- Crime
- Cyber
- Employee Benefits

Marketing and Carrier Selection

As an independent insurance agency, we approach our duties in marketing to include the following services:

- Gather accurate underwriting & financial information.
- Submitting complete information to the viable available markets.
- Negotiating terms including both price and coverage.
- Review coverage documents for accuracy and exposure identification.
- Providing our client with the quotes we've received and an analysis of the coverage differences. We encourage open discussions when coverage distinctions arise, turning the decision-making process into a choice based on the risks our clients are comfortable accepting and those they prioritize for coverage. This ensures an informed decision where coverage considerations are just as significant as pricing factors.

Meeting the needs of a newly formed entity and your proposed service agreement is certainly within our general scope of service.

Property and Liability Insurance

Colorado Special District Property and Liability Insurance Pool.

We believe that the Colorado Special District Property and Liability Insurance Pool (The Pool) would be the best fit for your organization. The extensive scope of your business and the variety of risk involved align well with the Pool's broad risk appetite and comprehensive coverage, making it a suitable match for your operation. Unlike many Public Entity Pools, the Colorado Special District Property and Liability Insurance Pool allows representation by agents. We currently represent over one-third of their clients, including some of their largest like West Metro Fire Protection District. We have a very strong grasp of their coverage forms and specifically what coverage options should be reviewed and negotiated, which will serve your District well in crafting an ideal coverage program with the Pool.

If we were to look outside the Pool, the private carriers we would most like to approach, are as follows:

Travelers Insurance

Workers' Compensation

Our first choice is the Colorado Special District Property and Liability Pool. Pinnacol would be our second choice.

Employee Benefits

Public Sector Health Care Group Authority

Founded by our President of Benefits, Cindy Myers in 2010, this propriety program allows Colorado public sector employers the opportunity to join a stable risk pool for all employee benefit needs. Member agencies experience lower annual renewal increases and an enhanced benefits package. This program also includes Early Retiree Health Insurance for employees who retire between the ages of 55-65.

Sample Projected Schedule

| | |
|----------------|-------------------------------------------------------------|
| March 1, 2024 | Tentative contract start date - Information Gathering |
| April 1, 2024 | Performance of Risk Analysis including property inspections |
| April 15, 2024 | Submission to Carrier with TBD effective date |
| May 15, 2024 | Proposals received from Carriers |
| May 25, 2024 | Presentation of Proposals to EVTA |

*Our team has full flexibility in our projected schedule based on EVTA's needs and timelines.

Schedule of Fees

We will be collecting commission directly from the carrier. Our fees and level of service will not change over the period. The commissions are directly related to the premium level, but at the rate of 10%, are likely lower than most fee schedules. Premiums over the last 5 years have been increasing, and our compensation will follow these changes accordingly. All services we provide are covered by the commission we receive from the carrier. There are no additional fees for services.

Statement of Qualifications

Organization – General Information

Founded in 1945 by T. Charles "Chuck" Wilson and initially operated under the name T. Charles Wilson Insurance Services, the agency began as a one-man Independent Agency in Denver. Mark Carlson became the fourth private agency owner since the agency's creation under The Verns, Inc., currently doing business as TCW Risk Management. Mark Carlson, CIC, CPCU, a veteran of nearly 30 years in the industry, continues as agency President, although the agency is now part of a national agency, Highstreet Insurance Partners. Our total staff of eleven work from our office in Englewood, Colorado. We have approximately 3,300 clients with annual premium sold of approximately \$10 million. Our agency offers Property and Liability, Workers' Compensation, and Employee Benefits. We have no pending legal action against our agency.

With a proven track record of servicing over 1200 Colorado Special Districts, we distinguish ourselves as the premier choice in the State. Our agency dominates the sector, handling over 50% of the Colorado Special District Property and Liability Pool's clients. We demonstrate a heightened commitment to this niche by investing more time in understanding insurance provider nuances and conducting the most comprehensive coverage analysis in the industry. This dedicated approach sets us apart from other brokers, solidifying our position as a leader in specialized insurance services.

Differentiating Service Features

Administration

Our agency's standard timeline for issuing binders, certificates, and other coverage verification documents is within 24 hours of receipt of the request. Although they are normally processed shortly after request, certificates often are processed immediately upon receipt.

Phone calls, emails, and other questions are generally responded to the same day we receive them. If the information requested or required will take significant time to research, we will respond quickly with a timeline in which we believe we can appropriately research and address the concerns. We understand you may have timely requests for information and will always do our best to meet your requirements.

As we become aware of activities, locally and nationally, we are glad to keep Eagle Valley Transportation Authority apprised. Our involvement in local district organizations often allows us early access to important information.

We can provide stewardship reports which outline all the activities we have taken on your behalf. We also find that this timeline of insurance services works well as a checklist of activities we have completed and those that we plan to complete.

We generally prepare a summary of coverages as part of our renewal process, but this certainly can be completed and reviewed at any time.

You will receive a confirmation at the time coverage is bound with the carrier and we are happy to summarize these on a single page.

We are happy to consult with you on what items should and should not be covered, and what portions of a property should and should not be included in that property's value. Unfortunately, we do not have appraisers on our staff, and we must stop short of indicating we can offer you a full professional appraisal of each of your properties.

Reviewing contracts is one of our specialties. Mark Carlson has helped attorneys craft the insurance and indemnity portions of their contracts. Please let us know when we can help you in this capacity.

Claims

Often situations come up in which you may be unclear whether to submit a claim. Part of our service includes counseling you on these situations, informing you how we believe the coverage form and carrier will respond, and then counseling you on what we believe are the appropriate steps to take.

We transmit all documents related to Package claims but would counsel you to turn Workers' Compensation claims in directly to the carrier.

We are not set up to coordinate claims investigations. However, advocating on your behalf is most certainly our role.

Loss Control

We are pleased to serve as a liaison between EVTA and the carrier's loss control department. While we can assist with exposure analysis, it's important to note that we do not have a dedicated loss control representative on staff.

Examples Differentiating of Service Features

Coverage Analysis

Price is important, but the coverage you are purchasing is more important. As an Agency we believe it is our responsibility to understand the specifics of the coverages we are selling. All policies have coverage gaps in them, and it is only by identifying these gaps that we can help our clients determine which policy is best for them. For example, while working with Lowry Redevelopment Authority on their Public Officials Liability coverage, we renewed their policy with a carrier they had been covered by for a few years. The carrier's quote indicated that there were no changes to their form. When the policy arrived, the form had been updated to a newer version. The carrier indicated the newer version was much improved, but our analysis and the opinion of the form differed, and we required they use the older form. That year Lowry Redevelopment Authority suffered nearly a \$1,000,000 loss; the loss would have been excluded on the new more restrictive form but was covered due to our request for the older form with broader coverage.

Claim Advocacy

West Metro Fire Protection District suffered a loss to a fire truck. There were some difficulties getting accurate estimates to fix the vehicle due to issues with the manufacturer. The client and the carrier differed on the value of the claim by several hundred thousand dollars. We reviewed the information with our client, discussed the valuation with the adjuster, and after a few phone calls were able to determine some miscommunication had occurred. We encouraged the adjuster to take a different look at the situation and ultimately, the client and adjuster agreed on the value of the claim, with a figure significantly closer to the client's original figure.

Price Negotiations

We are very adept at price negotiations with carriers; our significant presence in the Special District arena gives us leverage with many of the major insurance providers. In addition, while negotiating the price we are very adept at reviewing coverage and rating factors to make sure customers are not paying too much. As a brief example, we reviewed the Fort Collins/Loveland Water District policy that was written directly with the Special District Association Pool. After a thorough tour of the facilities, we were able to identify several classification inconsistencies that once corrected saved the District considerable premium dollars.

Similar Project Experience

Our partnership with our client, Lowry Redevelopment Authority ("LRA"), provides examples of how we apply our skills in a similar project.

Starting with Marketing & Negotiation, consider for a moment that LRA is truly unique within our state. It is a governmental entity, created by intergovernmental agreement, but it is the only public entity of its type – a "base closure authority", with unique powers and responsibilities and a high profile. As Insurance carriers are tuned into the "law of large numbers", a one-of-a-kind entity such as LRA tends to get the "cold shoulder" from markets that would otherwise welcome public entities. We were able to affect coverage in 1994 through our knowledge and influence, and at a reasonable price, at a time when writers of public entities were scared off by this unique type of entity.

In the ensuing years, we were able to procure multiple quotes, even experiencing competing carriers bidding down the price. Some years during the "hard market" we found competing interested parties, but not always on the price and terms LRA liked compared with what they had. In one year, we presented quotes from Reliance Insurance Company, who was their incumbent and still rated "A minus" by Best's, along with a quote from St. Paul Fire & Marine. The bids were close, but we had been aware of brewing problems with Reliance and provided articles from the Wall Street Journal that gave indications of what might be in the offing, as well as our knowledge of the company, and chose to go with St. Paul, not wanting to have to deal with a carrier in decline or switch mid-term due to financial problems, even though it cost a small amount more to go with St. Paul. The decision was prophetic, as six months later, Reliance lost its "A" rating and later fell into bankruptcy. We guided them through the "hard market" as they took on building "affordable" homes, which had become an extremely touchy issue with the advent of rampant "construction defect" litigation. We helped persuade their carrier to stay the course, and they did so at a fraction of the cost that a private developer/builder would have paid for the homebuilding activity.

Another such example involved our marketing Directors & Officers coverage for them. In one year, their carrier (Coregis at that time) had proposed two different forms of coverage. We reviewed both and recommended they stay with the old form as the coverage was broader in our view. We later discovered that a mix-up had occurred in the order, and Coregis had sent their new form instead of the old one. We requested Coregis ditch the policy they had sent and go back to the old form, which they agreed to do. LRA's counsel reviewed the coverage differences and concurred again with our recommendation to go back to the "old" form. The switch was made, returning coverage to the form preferred, and since it was a claims-made form, all the issues we had with the form that we didn't recommend disappeared when the old form was put back in place.

This turned out to be an incredibly beneficial decision, as months later, a lawsuit was filed alleging a breach of contract. The old form covered breach of contract; the new one would have excluded it. Coregis paid out approximately \$1,050,000 between legal defense and settlement – none of which would have been paid had we not done our marketing and negotiation work.

During that process, we were asked to evaluate the suit's claims against the coverage and advise LRA how we thought the claims might play out. Our opinion was that the allegations would be covered at least in part. When Coregis initially advised LRA that they would deny coverage, we advised counsel to ask Coregis under what exclusion they planned to deny coverage. That prompted the claims department at Coregis to take a closer look at their form. The claims adjuster had evidently "assumed" they were on the new form. Upon examination, they saw it was on the old form, and the process moved forward without denial. This is also a function of the "Advocacy" service we perform.

Regarding Advice and Counsel, we have many times become involved in identifying and evaluating risks, as well as dealing with contractual matters. It's a regular habit for us to examine proposed contract language with an eye on the exposures that the contract may present to our client, or to deal with contracts already executed to cover as much of the risk as can be managed.

LRA has often called about how to handle special event situations, what to require of those who do work for LRA or who want to conduct special events, whether to report incidents that might later become a claim and other such issues. We take the approach of being more of a business partner, looking for ways that risk can be mitigated, eliminated, or managed. We became involved in making sure they structured the builder's risk policies in a way that satisfied any contracts involving the construction of new facilities and structures.

Finally, examples of our service as it relates to Advocacy for our clients. This service most often involves claims handling, but sometimes may involve audits, risk control recommendations, and coverage negotiations. In the claims arena, we expect the companies whose products we procure for our clients will honor the terms of the insurance contract and believe that the policyholder expects the same. We expect that the company will act promptly, as well. In line with those expectations, we set up protocols so that there is communication between us and our client if the claims process either bogs down or the company thinks they might deny a claim that we believe should be covered. Normally, when a complex claim is presented, we'll not only turn in the claim, but we'll let you know how we think the claim will play out, what the potential difficulties might be, and what areas might not be covered. The Coregis example above perfectly illustrates the operation of that kind of Advocacy.

Resumes for EVTA Project Team

Mark Carlson, President

Mark will be the agent for Property & Liability and Workers' Compensation for this project.

- Chartered Property and Casualty Underwriter (CPCU)
- Certified Insurance Counselor (CIC)
- Certified Risk Manager (CRM)

With 30 years of dedicated experience in Property/Casualty Insurance, Mark has held key roles such as Senior Commercial Underwriter at SAFECO Insurance, Underwriting Director at St. Paul Insurance, and Sales Director at Travelers Insurance. Since 2004, Mark has been specializing in handling Special Districts as an Agent at Highstreet TCW Risk Management

Mark's community and district involvement includes:

- Member of the Special District Association of Colorado
- Board of Directors for Colorado Fallen Firefighters
- Board of Directors for Castle Pines North Metropolitan District
- Board of Directors for Douglas County Water Resource Authority
- Board of Directors for Castle Pines Parks Authority
- Board of Directors for Colorado Fallen Fire Fighters Association

Mark works from our office located in Englewood, Colorado and has no pending revocation or suspension of licenses or credentials.

Sarajane R. Gomez, Executive Risk Manager

Sarajane will be the Executive Risk Manager for Property & Liability and Workers' Compensation for this project.

- Certified Insurance Counselor (CIC)
- Trusted Risk Advisor (TRA)

With 30 years of experience in Property/Casualty Insurance, Sarajane brings extensive expertise in Insurance Agency operations spanning over a decade. Her career highlights include serving as a Commercial Operations Manager at USI Insurance Services, Vice President of Client Services at Alliance Insurance Group, Senior Account Executive at Arthur J Gallagher Risk Management, and Executive Risk Manager at Highstreet TCW Risk Management.

Sarajane works from our office located in Englewood, Colorado, and has no pending revocation or suspension of licenses or credentials.

Cindy Myers, President of Benefits

Cindy will be the agent for Employee Benefits for this project.

Cindy joined Highstreet TCW Risk Management in 2022, after 23 years of running her own Colorado based, independent Employee Benefits Agency. Her professional focus is offering competitive employee benefit programs to Colorado public sector employers. Cindy's proprietary healthcare pool, Public Sector Health Care Group Authority, insures more than 90 Colorado political subdivisions. Her expertise is in developing unique cost-saving programs for employers, including using network disruptors and pre-tax programs to drive down spend.

References

Mountain Recreation Metropolitan District
Sanjok Timilsina
970-688-7328
Stimilsina@mountainrec.org

Beaver Creek Metropolitan District
Kathy Rix
970-926-6060
Cathy@mwcpaa.com

Vail Park & Recreation District
April Heredia
(970) 479-2448
aheredia@vailrec.com

Greater Eagle County Fire Protection District
Kathy Lawn
970-328-7244
klawn@gefpd.org

Eagle Ranch Metropolitan District
Erin McCauley
Management Company - Marchetti & Weaver, LLC
(970) 926-6060
Erin@mwcpaa.com

Eagle Vail Metropolitan District
Kris O'Neill
(970) 790-1217 x2
krisoneill@eaglevail.org

Bachelor Gulch Metropolitan District
Kenji Nakata
Management Company - Marchetti & Weaver, LLC
(970) 926-6060
kenji@mwcpaa.com

Required Statements

I am not aware of any real or perceived conflict of interest situation that would affect any portion of this RFP.

I do not anticipate or foresee any potential conflicts of interest that may result during the course of performance of the services.

There is no current or pending litigation against our firm that could detrimentally affect how we fulfill the requirements of this RFP.

Our agency and all its representatives who have any responsibility for handling insurance transactions are licensed and in good standing with the State of Colorado Division of Insurance. Our agency license, which is searchable under our corporate name of The Verns, Inc., is license number 322444 and may be verified by a search with the Division of Insurance. Our corporation is in Good Standing with the Secretary of State of Colorado and may be verified by a search through the Colorado Secretary of State.

Regarding Service Agreement comments and revisions

There will be no service fee, therefore this will be not applicable.

Signature

Thank you for your consideration and for allowing our team to propose our services to you.

A handwritten signature in black ink, appearing to read 'Mark Carlson', with a long horizontal flourish extending to the right.

Mark Carlson, President
The Verns Inc.
dba TCW Risk Management

Attachments

- The Verns, Inc. Agency License
- Mark Carlson Resident Producer License
- Sarajane Gomez Resident Producer License
- Cindy Myers Resident Producer License



Resident Producer

Accident and Health, Casualty, Life, Property, Surplus Lines

THE VERNIS INC

NPN: 11809604

384 INVERNESS PARKWAY


SUITE 170

ENGLEWOOD, CO 80112

is authorized to transact business as described above

License No: 322444 Issue Date: 10-01-2008 Expiration Date: 10-31-2024

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Colorado Division of Insurance</p> <p>THIS IS TO CERTIFY THAT</p> <p>THE VERNIS INC 384 INVERNESS PARKWAY SUITE 170 ENGLEWOOD, CO 80112</p> <p>LICENSE NUMBER: 322444 NPN: 11809604</p>  | <p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p>Resident Producer Accident and Health, Casualty, Life, Property, Surplus Lines</p> <p>Issue Date: 10-01-2008 Expiration Date: 10-31-2024</p> <p>Generated by Sircon 296122405</p> |
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Resident Producer

Property, Casualty, Life, Accident and Health, Surplus Lines

MARK DAVID CARLSON

NPN: 8449998


384 INVERNESS PKWY STE 170

ENGLEWOOD, CO 80112-5868

is authorized to transact business as described above

License No: 241926 Issue Date: 04-20-2005 Expiration Date: 03-30-2025

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Colorado Division of Insurance</p> <p>THIS IS TO CERTIFY THAT</p> <p>MARK DAVID CARLSON 384 INVERNESS PKWY STE 170 ENGLEWOOD, CO 80112-5868</p> <p>LICENSE NUMBER: 241926 NPN: 8449998</p>  | <p>IS HEREBY AUTHORIZED TO TRANSMIT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p>Resident Producer Property, Casualty, Life, Accident and Health, Surplus Lines</p> <p>Issue Date: 04-20-2005 Expiration Date: 03-30-2025</p> <p>Generated by Sircon 292947470</p> |
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Resident Producer
 Accident and Health, Casualty, Life, Property

Sarajane Rose Gomez
 DENVER, CO


is authorized to transact business as described above

License No: 34042

Issue Date: 12-08-1989

Expiration Date: 04-30-2024

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| <p>Colorado Division of Insurance THIS IS TO CERTIFY THAT</p>  <p>Sarajane Rose Gomez DENVER, CO</p> <p>LICENSE NUMBER: 34042</p> | <p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p>Resident Producer Accident and Health, Casualty, Life, Property</p> <p>Issue Date: 12-08-1989 Expiration Date: 04-30-2024</p> <p>Generated by Sircon 278772372</p> |
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Resident Producer

Life, Accident and Health

CINDY EIDE

NPN: 6783783

6 MEADOWBROOK CIR

LITTLETON, CO 801204151

is authorized to transact business as described above

License No: 125495 Issue Date: 07-10-2001 Expiration Date: 12-30-2024

Generated by Sircon 283754639

**Colorado
Division of Insurance**

THIS IS TO CERTIFY THAT

CINDY EIDE
6 MEADOWBROOK CIR
LITTLETON, CO 801204151

LICENSE NUMBER: 125495



NPN: 6783783

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN
ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN
BELOW:

Resident Producer

Life, Accident and Health

Issue Date: 07-10-2001

Expiration Date: 12-30-2024

Generated by Sircon 283754639

To: The Eagle Valley Transportation Authority Board

From: Tanya Allen, EVTA Executive Director

Meeting Date: 02/14/2024

SUBJECT: ECO/EVTA Transition Project Manager

RECOMMENDED ACTION: Approve the attached contract with Government Performance Solutions in the amount of \$47,460 for assistance with ECO/EVTA Transition Project Management.

BACKGROUND:

Eagle County has designated a Project Manager to create the overall project management plan and assist with identifying and assigning specific ECO to EVTA transition tasks, including planning, scheduling, and facilitating meetings among Eagle County and EVTA staff. As envisioned, the project will kick off in February and conclude in August, resulting in the full transfer of ECO Transit operating responsibilities before the Winter 2024-2025 operating season.

This process will be very labor intensive and include the creation of new protocols and standard operating procedures for both Eagle County and EVTA that must be drafted, reviewed, and approved by both sides. Funding, vehicles, equipment, facilities, and personnel are among the many dimensions implicated in this project. The quality of the work done during this transition period is critical to the future success of the EVTA. Creating clear, accountable, and sustainable processes based on mutually agreed upon principles will help guard against future misunderstandings as the relationship between Eagle County and EVTA evolves.

Given the intensity of the work and the compressed timeline, EVTA Staff believe we need our own dedicated project manager to assist us with keeping our end of the process on time and on-track while still allowing us to move other strategic priorities forward. Staff received the following proposal from Government Performance Solutions (GPS), with whom we have been working to develop and update our interim strategic plan. GPS' familiarity with our situation puts them in a unique position to assist us with this effort. As this quote exceeds our single source authorization threshold, we are asking for Board approval to enter into this contract.

Staff recommends the engagement of Government Performance Solutions to assist with managing the ECO/EVTA Transition Project as outlined in the attached proposal.

FINANCIAL CONSIDERATIONS:

This is an unbudgeted expense for FY24. Line item 01-50-503030-3250 currently has \$15,000 budgeted. If the board approves this contract staff recommend waiting for a formal budget amendment process until the end of the fiscal year. If approved, staff will update the financials for the March board meeting to reflect the forecasted increase for line item 01-50-503030-3250.

ATTACHMENTS:

1. Resolution 2023-4: A Resolution Approving a Single Source Contract with Government Performance Solutions, Inc., for Transition Project Management Services

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024 - 4

**A RESOLUTION APPROVING A SINGLE SOURCE CONTRACT WITH
GOVERNMENT PERFORMANCE SOLUTIONS, INC.,
FOR TRANSITION PROJECT MANAGEMENT SERVICES**

WHEREAS, Eagle Valley Transportation Authority (“Authority”) was created by that certain Eagle Valley Transportation Authority Intergovernmental Agreement by and among Beaver Creek Metropolitan District; Town of Avon, Colorado; Eagle County, Colorado; Town of Eagle, Colorado; Town of Minturn, Colorado; Town of Red Cliff, Colorado; and Town of Vail, Colorado, dated as of September 1, 2022 (the “Authority IGA”), providing for the establishment of the Authority as a Colorado regional transportation authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended; and

WHEREAS, the Town of Gypsum, Colorado is not a Member of the Authority, as defined in the Authority IGA, due to the absence of voter authorization for participation in the Authority at the November 8, 2022 election; and

WHEREAS, pursuant to Section 43-4-604(3)(c), C.R.S., the Board of Directors of the Authority (“Board”) has the power to make and pass orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the powers vested in the Authority; and

WHEREAS, the Authority has adopted a Procurement Policy which allows for single source contracts for purchasing services from one vendor, when doing so allows the Authority to negotiate more favorable terms, reduces the administrative overhead required to research products and negotiate prices with multiple vendors, and/or results in receiving a better quality of goods or services; and

WHEREAS, the Authority requires project management expertise to assist with the transition of services, programs and personnel from ECO Transit, including but not limited to developing a project plan and facilitating transition meetings with Eagle County; and

WHEREAS, Government Performance Solutions, Inc. (“GPS”) has expertise in providing project management to public agencies in Colorado and has worked with the Authority previously on transition and start-up matters; and

WHEREAS, the Board hereby finds and determines that single source authorization is appropriate and necessary based on the expertise and experience of GPS, which will result in receiving a better quality of service and will reduce the administrative

overhead to negotiate prices with multiple vendors and educate other vendors on the Authority's organization, historical information, and transition plan.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle Valley Transportation Authority as follows:

1. Incorporation of Recitals and Single Source. The Recitals above are incorporated herein and confirmed as providing support for selection of GPS as a single-source contractor to provide transition project management support to the Authority.

2. Approval of MSA and Authorization. The Board approves the Services Agreement for Transition Project Management Support ("Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference. The Executive Director is authorized to execute the Agreement and take all other action necessary to engage GPS to provide the services contemplated therein.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

ADOPTED this 14th day of February, 2024.

EAGLE VALLEY TRANSPORTATION
AUTHORITY

Amy Phillips, Board Chair

ATTEST:

Tanya Allen, Secretary

EXHIBIT A

Master Services Agreement for Transition Project Management Support
[Attached]

AGREEMENT FOR TRANSITION PROJECT MANAGEMENT SUPPORT SERVICES

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into the most recent day and year set forth below by and between **EAGLE VALLEY TRANSPORTATION AUTHORITY** (“Owner”), whose mailing address is c/o ECO Transit, P.O. Box 1070, 3289 Cooley Mesa Rd, Gypsum, Colorado 81637, and **GOVERNMENT PERFORMANCE SOLUTIONS, INC.** (“Contractor”), whose mailing address is 510 S Williams St, Denver, CO, 80209. The Owner and the Contractor 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 Contractor agrees to provide consulting services, as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (“Scope of 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. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated no later than fifteen (15) days following execution of this Agreement by the Parties and completed no later than the deadline applicable to that portion of the services, as specified in **Exhibit A**, subject to a Force Majeure Event as set forth in Section 31. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least 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 the Owner, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Contractor understands and agrees that such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Contractor by giving the Contractor written notice ten (10) days in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as

possible so as to keep its total charges to the Owner for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Contractor's receipt of the notice of suspension, the Contractor may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Contractor, this Agreement will be deemed terminated.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Owner agrees to pay the Contractor the amounts set forth in **Exhibit A**; provided, however, that total compensation shall not exceed forty-seven thousand and four-hundred sixty and 00/100 Dollars (\$47,460) without the Owner's prior written approval. The Owner shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Owner periodically, but no more frequently than once a month. The balance shall be due within thirty (30) days from the date of receipt of the invoice by the Owner. The Contractor reserves the right to charge interest at eighteen percent (12%) per annum on amounts not paid within thirty (30) days.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in material default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Contractor has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Contractor; provided, however, Contractor has the right to withhold payments to a third party in the event such third party (a) is in default of any of its obligations under any agreement between Contractor and such third party; or (b) any act or omission by such third party which has or may cause loss or damages to Contractor.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the “Owner Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Contractor. The Contractor agrees that the services to be performed by the Contractor are those of an independent contractor and not of an employee of the Owner. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers’ compensation benefits from the Owner for the performance of the services described in this Agreement.**

9. Assignment. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner’s sole discretion; provided, however, notwithstanding the foregoing, Contractor may subcontract part of the services to the independent third party subcontractors set forth on **Exhibit A**. Contractor shall be responsible for all the acts and omissions of subcontractors. Nothing in this Agreement shall be construed to establish a contractual relationship between Owner and any subcontractor.

10. Standard of Care. The Contractor shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner’s local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor’s office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor’s office is located shall be applicable to such services.

11. Accuracy of Work. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Contractor shall correct any errors or deficiencies in the Contractor’s services of which it becomes aware promptly and without additional compensation unless and to the extent such corrective action is attributable to errors or deficiencies in any of the information furnished by the Owner or third parties on behalf of Owner. The Owner’s approval of the Contractor’s services shall not diminish or release the Contractor’s duties or obligations hereunder, since the Owner is ultimately relying upon the Contractor’s skill and knowledge to perform the Scope of Services. Other than the warranties set forth in Section 10 and the first sentence of Section 11 (“Deliverable Warranty”), Contractor provides no other warranties of any kind, express or implied, and disclaims all implied warranties, including without limitation warranties of fitness for a particular purpose or merchantability. If at any time within sixty (60) days after delivery of the work product (“Warranty Period”) there is a breach of the Deliverable Warranty, Owner will notify Contractor within the Warranty Period of the breach and setting forth the nature of the

claimed breach. Contractor shall then either (a) repair, correct or replace the work product at no cost to Owner, or (b) provide Owner with a full refund for that part of the work product that is in breach of the Deliverable Warranty. Owner acknowledges and agrees Contractor's sole and exclusive obligation and Owner's sole and exclusive remedy if there's a breach of the Deliverable Warranty is as is set forth in this Section 11.

12. Intentionally Omitted.

13. Insurance.

(a) During the term of this Agreement, the Contractor shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence;

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate;

(iii) Commercial general liability insurance covering, without limitation, premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Contractor under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate; and

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Owner, the Owner Representative, and the Owner's directors, officers, and employees shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services.

(e) The Contractor shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) commercial general liability insurance policy in favor of the Owner, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its

directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

(g) Prior to commencement of performance, the Contractor shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Contractor agrees that, until the Owner is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Contractor will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Contractor of its responsibility to provide the specific insurance coverages set forth herein.

(h) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Contractor shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 18 (Remedies), if the Contractor fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Contractor.

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

15. Acceptance Not Waiver. The Owner'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 the Owner under this Agreement.

16. 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.

17. Remedies. Except as provided in Section 13(i) (Insurance), 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 (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c)

avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

18. Indemnification; No Waiver of Liability or Immunity; Limitation of Liability. (a) The Contractor agrees to indemnify, and hold harmless the Owner and its officers, directors, and employees, from any and all damages and liabilities arising from third party claims related to the Contractor's performance of the Scope of Services. The Contractor's obligations and limitations under this Section 18 shall be to the fullest extent permitted by law. **Notwithstanding any other provision contained in this Agreement except as set forth in this Section 18, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Contractor or waive the Contractor's liability (by type of liability), except though, for sake of clarity, the extent of liability is limited as set forth subsections (b) and (c) immediately below.** The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees; (b) Except for Contractor's intentional fraud, gross negligence or willful misconduct, the aggregate and total liability of Contractor to Owner, and all third parties, for all claims or Losses (as defined below) arising out of or relating directly or indirectly to Contractor's obligation and liability under Section 18(a) (Indemnification and hold harmless) of this Agreement, shall limited to the amount Contractor is paid for its services performed prior to the deadline in Exhibit A. This limitation of liability is cumulative and not per incident. The existence of one or more claims shall not enlarge this limitation; (c) With respect to claims by Owner, except those directly or indirectly related to indemnification and hold harmless, as aforesaid, Contractor's total liability under this Agreement for all Losses shall be limited to the amount of insurance proceeds available and payable on behalf of or to Contractor at the time of settlement or judgment from Contractor's insurance policies applicable to Owner's claim. It is intended this limitation applies to all causes of action however alleged or arising including without limitation all claims for breach of contract or warranty, statutory claims, and torts. Owner releases Contractor from all obligations, claims, and Losses in excess of the limitations expressed in this Section 18. "Losses" means all liabilities, damages, fines, claims, causes of action, judgments, costs, and expenses including without limitation, interest, penalties, attorneys' fees (including those to enforce this provision and any duty to defend under this Section 18), all disbursements and expenses incurred in investigating, preparing or defending against any litigation or any type proceeding, commenced or threatened, or any claim whatsoever, and all amounts paid in settlement of any claim or litigation.

19. Binding Effect and No Personal Liability. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, and their assigns and

shall inure to the benefit of the Parties' respective successors and permitted assigns. In the event of negligence or the breach of any of the terms, agreements, covenants, representations and warranties of this Agreement or any claim whatsoever, the Parties agree (a) there shall be absolutely no personal liability of any employee, manager, member or agent of either Party; and (b) each Party waives all claims, demands, and causes of action against the other Party's managers, members, employees and agents in their individual capacity.

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. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

23. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, permitted subcontractors, or consultants.

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

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

26. Notices. All notices which are required, or which may be given under this Agreement shall be effective when emailed to Owner at Tanya.Allen@EVTA.org or The Contractor at greg@governmentperformance.us.

27. 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.

28. 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.

29. 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.

30. 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.

31. Force Majeure. The Parties expressly condition the performance of their duties under this Agreement on the nonoccurrence of a Force Majeure Event. No Party shall be liable for any loss or damages whatsoever arising out of any delay or failure in the performance of its obligations pursuant to this Agreement to the extent such delay or failure results from events beyond the reasonable control of that party that impair such party's ability to perform its obligations hereunder, including but not limited to acts of God, acts of war, terrorism, riots, or other hostilities, accident, fire, flood, strikes, lockouts, industrial disputes, shortages of fuel or financial system disruptions or delays (a "Force Majeure Event"). In the case of Contractor, Contractor shall within the next business day following the beginning of such delay, notify Owner in writing of the cause of delay. Any delays or failures that are excused pursuant to this Section shall automatically extend the time period for the affected service equal to the duration of the Force Majeure Event.

[Signature Pages Follow]

OWNER:

Eagle Valley Transportation Authority

By: _____
Name: Tanya Allen
Title: Executive Director
Date: _____

CONTRACTOR:

Government Performance Solutions, Inc.

By: _____
Name: Greg Bellomo
Title: Managing Partner
Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION



Greg Bellomo, President, and Managing Partner
 Government Performance Solutions, Inc.
 303.601.7319
greg@governmentperformance.us
www.governmentperformance.us

January 24, 2024

Tanya Allen
 Executive Director
 Eagle Valley Transportation Authority (EVTA)

RE: Quote for EVTA Transition Project Management Support

Tanya,

It was nice seeing you on the 10th for the Board’s strategic planning retreat. There has been a lot of progress and the Board is obviously keen to accelerate the transition. I have created a short quote to outline how GPS might support EVTA with project management to support you as your team is established.

GPS Perspective on the Situation:

The transition from ECO to EVTA is of great interest to the County, the EVTA Board and Staff, and community members. Accelerating the pace of transition is a key priority and the County has assigned a project manager to the effort. It makes sense for EVTA to have their own project manager to represent the Authority’s interests and ensure that EVTA leaders can focus their efforts on decision making rather than management of each detail.

Potential Approach:

GPS proposes to dedicate a project manager (PM) to work on behalf of EVTA. Here is a practical outline of the support that PM would supply:

| Activities | Deliverables |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Conduct an intensive project planning period to review existing commitments and develop a consensus project plan with clear dates, owners, timing, and dependencies • Hold bi-weekly 2-hour internal transition meetings with EVTA leaders and staff (as they are hired) to: <ul style="list-style-type: none"> ○ Review timelines and commitments ○ Arrive at decisions ○ Confirm actions for the next project period • Assist with facilitation of monthly meetings between County leaders and EVTA leaders to review progress, approve adjustments to plan, mitigate risks, address issues, and align on common messages for stakeholders (e.g., Board, BOCC, community, etc) • Conduct short meetings (not less than weekly) between the EVTA project manager and the County project manager to | <ul style="list-style-type: none"> • Consensus project plan with phases, tasks, owners, timing, and dependencies • Monthly meeting preparation and facilitation • Weekly engagement with the County • Weekly plan updates • Bi-weekly status reports • Monthly Board updates <p><i>GPS estimates 26 hours per month to create these deliverables</i></p> |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| maintain plans, develop joint updates, and plan monthly meetings <ul style="list-style-type: none"> • Provide monthly written updates to the Board, to be delivered by EVTA senior leaders | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

GPS Personnel:

GPS proposes Scott Foust as the project manager. Scott brings 25+ years’ experience as a transformational leader and consultant, including managing many new product introductions and acquisition integration projects. This experience will allow him to quickly come up to speed quickly and to ably represent EVTA’s interests in ongoing transition activities. If an emergency should keep Scott from serving, another GPS Partner-level resource, Brian Pool, will step in to complete the project.

Pricing and Assumptions:

Assuming that the PO process moves smoothly, we would begin our support on February 1st and it would continue for 6 months (February through the end of July). Much of the work proposed can be performed virtually, but the GPS assumes that we will travel to the Valley for the monthly County-EVTA meetings.

We propose a fixed fee for the engagement of \$47,460, inclusive of all travel time and costs based upon these assumptions:

| Category | Monthly Cost | Subtotal for 6 Months |
|-------------------------------------------------|--------------|-----------------------|
| PM services and deliverables as described above | \$7,410 | \$44,460 |
| Travel time and costs | \$500 | \$3,000 |
| | Total | \$47,460 |

If additional work not listed above is requested, time will be billed at an hourly rate of \$285.

Timely access to personnel and any available data is, of course, necessary to successfully complete the scope within the desired timeframe. GPS will partner with you to create clear expectations across EVTA staff, County staff and leadership, and the Board.

Thank you, Tanya, for the opportunity to bid on this important project. Please let me know if you would like to proceed with our support for your process.

Best regards,

Accepted:

 Tanya Allen
 Executive Director, EVTA

 Date

To: The Eagle Valley Transportation Authority Board
From: Scott Robinson, EVTA Deputy Director of Admin & Finance
Meeting Date: 02/14/2024

SUBJECT: Investment Strategy

RECOMMENDED ACTION: Direct staff to reinvest the maturing deposit with FirstBank at a rate of 5.25% for 182 days.

BACKGROUND:

The Authority currently has two premier accounts with First Bank. These accounts have varying annual interest rates of 5% or 5.25% and require a cash investment for a full 182 days to not pay a penalty for withdrawing prior to 182 days. The penalty for withdrawing the funds early is forgoing the previous 60 days of earned interest. The FirstBank premier account ending in 4181 is coming to maturity on February 27th which will have an estimated value of \$1,818,945 upon maturity.

The Authority also has a large deposit in a ColoTrust account which has averaged an annual interest rate of about 5.55% over the past three months.

DISCUSSION:

The Board can consider the following options for staff direction:

1. Reinvest the \$1.8M into another FirstBank Premier 182 day account with an interest rate of 5.25%.
 - a. PROS: Keeps the Authority's current deposit strategy (multiple institutions and accounts), keeps money with our current operating bank, locks in the annual interest rate to guarantee the return regardless of market conditions.
 - b. CONS: The interest rate is lower than what the Authority is currently receiving from ColoTrust. While not expected, if the Authority needs the cash they would incur a penalty for early withdrawal.
2. Transfer the money to the Authority's ColoTrust account.

- a. PROS: While the interest rate can change on a daily basis in this account, it has held steady at about 5.55% for the last three months. There is no penalty for withdrawing funds from the ColorTrust account.
- b. CONS: The interest rate with ColoTrust can change daily. If the Federal Reserve decides to cut rates, the current average rate could potentially drop and could go lower than the current 5.25% being offered by FirstBank.

Staff completed a calculation below to show the estimated difference in return between the two options presented above. *This calculation assumes the ColoTrust interest rates remains at about 5.55%.*

| FirstBank | | ColoTrust |
|------------------|-------------------------|------------------|
| \$1,818,945.31 | Deposit Amount | \$1,818,945.31 |
| 5.25% | Interest Rate | 5.55% |
| 182 | Days to Maturity | 182 |
| \$48,241.71 | Interest Earned | \$51,036.50 |

Staff recommend reinvesting the maturing deposit with FirstBank at 5.25% for 182 days.

FINANCIAL CONSIDERATIONS:

The estimated difference in interest earned between the two options is \$2,794.78.

ATTACHMENTS: N/A

To: The Eagle Valley Transportation Authority Board

From: Tanya Allen, Executive Director, EVTA

Meeting Date: 02/14/2024

SUBJECT: Town of Eagle RAISE Grant Letter of Support

RECOMMENDED ACTION: Approve the Town of Eagle RAISE grant letter of support as presented.

BACKGROUND:

Town of Eagle staff worked with EVTA staff to draft the proposed letter of support for the Town of Eagle's Grand Avenue Multimodal Reconstruction Project for board consideration.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

1. Town of Eagle RAISE Grant Letter of Support



February 14, 2024

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Secretary Buttigieg,

Please accept this letter of support from the Eagle Valley Transportation Authority (EVTA) for the Town of Eagle's submission for an implementation grant under the FY 2024 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

Eagle has developed the comprehensive Grand Avenue Multimodal Reconstruction Project to address critical needs within its transportation network that have been identified over the course of many years. The initiative encompasses infrastructure improvements to better and more safely accommodate all road users, including pedestrians, bicycles, vehicles, and transit along Grand Avenue, a pivotal thoroughfare connecting local communities and serving as the sole roadway alternative to the adjacent I-70 and an important local transit corridor.

This stretch of Grand Avenue is approaching its traffic capacity and lacks essential multimodal facilities; a condition exacerbated by the proximity of Eagle County Airport and traffic influx from I-70 during accidents, wildfire events, or other interstate slowdowns. Transit users face difficulties accessing existing stops, while transit vehicles struggle to safely navigate pull-outs and left turns on the busy roadway. The proposed reconstruction project addresses these safety concerns by improving pedestrian, bicycle, and transit access. It also prepares our community to weather sustained growth and potential emergencies that may divert significant traffic to the project road.

Improvements included in the Grand Avenue Multimodal Corridor Project will enhance the safety and effectiveness of the Eagle Valley Transit Authority's regional transit operations. Grand Avenue provides one of only two local links between the Eagle County Airport and I-70. This essential corridor also provides the only local connection between the towns of

Gypsum and Eagle and provides vital access to economic job centers in Vail, Avon, and Beaver Creek Ski Resorts. These entities are important contributors to the economy of Eagle County and the State of Colorado, and the enhancement of the Grand Avenue Multimodal Corridor will support the daily commute of the workforce and guest visitors to these world-famous attractions. Equally important, it will improve access to the numerous health care, education, human services, and retail facilities also concentrated in these areas.

We believe the RAISE grant would be pivotal in advancing this important infrastructure project. We encourage your thoughtful consideration and approval of the Town of Eagle's application.

Sincerely,

Amy Cramer Phillips

Chair, EVTA Board of Directors

To: The Eagle Valley Transportation Authority Board

From: Tanya Allen, Executive Director | Scott Robinson, Deputy Director | Lance Trujillo, Director of Innovation & IT | Aryn Schlichting, Director of People & Culture

RE: EVTA Admin Division Report – February 2024

Meeting Date: 2/14/2024

EXECUTIVE DIRECTOR REPORT

Sales Tax Returns

EVTA sales tax collections for December were \$1,542,253.77, bringing us to 100.67% of projected EVTA sales tax revenue for the year.

| Month Earned | Amount |
|---------------------|------------------------|
| January | \$1,500,634.19 |
| February | \$1,539,340.06 |
| March | \$1,633,223.56 |
| April | \$732,001.91 |
| May | \$613,184.23 |
| June | \$861,752.12 |
| July | \$1,042,918.63 |
| August | \$992,709.87 |
| September | \$918,807.40 |
| October | \$720,960.95 |
| November | \$738,937.67 |
| December | \$1,542,253.77 |
| TOTAL | \$12,836,724.36 |

| Year | \$ Difference vs. Budget | % of Budget |
|-----------------|---------------------------------|--------------------|
| 2023 | \$ | % |
| \$12,750,955.00 | \$85,769.36 | 100.67 |

EVTA Interim Strategic Plan Implementation - 60 Day Look Ahead

A short summary of current and planned activities over the next 60 days follows:

| Strategic Priority | Current Activities | Within next 60 days |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Build EVTA's organizational structure and culture</p> | <ul style="list-style-type: none"> ◆ Onboarding three new employees: Director of People and Culture, Director of Finance, and Director of Information Technology ◆ Preparing to post additional positions (Transportation Director, Planning Manager/Planner, Marketing and Customer Service) ◆ Identifying insurance coverages with selected broker ◆ Kicking off work with HR consultant ◆ Reboot of naming and branding work | <ul style="list-style-type: none"> ◆ Finalize the initial EVTA Organizational Chart ◆ Finalize and post job descriptions for additional EVTA positions |
| <p>2. Take action on transportation improvements</p> | <ul style="list-style-type: none"> ◆ 2024 Spring schedule development ◆ New maintenance contracts ◆ MRG agreement with United Airlines to bring new summer service to Chicago and Houston. | <ul style="list-style-type: none"> ◆ Scoping additional express service options with Fehr&Peers |
| <p>3. Plan for the region's transportation future</p> | <ul style="list-style-type: none"> ◆ Issued 10-year planning RFP, responses due in March | <ul style="list-style-type: none"> ◆ Consultant selection and project kickoff |

| | | |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <p>4. Transition ECO Transit's operations</p> | <ul style="list-style-type: none">◆ Assignment of dedicated project managers on ECO and EVTA sides.◆ Establishment of project timeline and creation of draft project management plan. | <ul style="list-style-type: none">◆ Begin regular transition meetings with monthly progress updates to the Board. |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

Retreat Follow Up

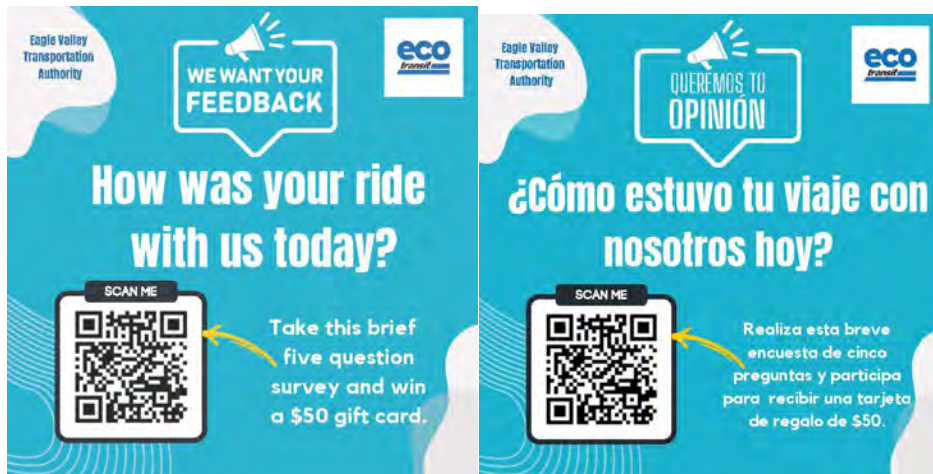
Staff are working on an update of the EVTA Interim Strategic Plan that incorporates feedback from the January retreat. Our intent is to have an updated version of the plan for Board review and adoption at the March meeting. We are also working with EVTA Legal Counsel to research some of the questions raised around a possible amendment of the governing IGA. Finally, we are reaching out to Town of Gypsum staff to better understand their position regarding future EVTA membership and/or other partnership opportunities.

ECO-EVTA Transition Project Management

Tanya has been working with the County's designated project manager to provide feedback on the draft project management plan and schedule. A formal kickoff meeting is expected in the next 1-2 weeks. EVTA intends to have our own dedicated project manager to assist with keeping the project on track from our end.

Vail-Beaver Creek Express Customer Survey

Vail-Beaver Creek Express buses now have stickers with QR codes located on board that direct customers to a very short survey, available in both English and Spanish. Participants that leave their email are eligible to win a \$50 gift card. We are looking at additional ways to promote the survey.



Other Activities

Tanya attended the Southwest Transit Association (SWTA) Conference from February 4-7 in Tulsa, Oklahoma. This provided an opportunity to network with transit system peers, build relationships with national level contacts, and start raising awareness of the exciting things happening at EVTA, including future job opportunities and upcoming RFPs for planning, maintenance, and so on.

Planned Future Topics

March:

- Retreat Follow Up
- Approval of retirement plan proposal
- 2023 un-audited budget
- Records management policy

April:

- Admin and HR Policies
- Quarterly budget forecast

May:

- Award of contract for Transit Development Plan
- Insurance contracts
- IT service agreements

DEPUTY DIRECTOR REPORT

We've been on a hiring mission. I'm pleased to report we have once again doubled our number of employees. Actually, more than doubled this time. Please join me in welcoming: Aryn Schlichting, our new Director of People and Culture who starts on Feb 15; Ursula Hayden, our new Director of Finance who starts on March 4th and Lance Trujillo our Director of Innovation & IT who starts on Feb 12!

Per the Board's request at the January meeting, an email address of Board@EVTA.org has been created and advertised on the board member page of EVTA.org. Both the Executive Director and Deputy Director will monitor this email account and forward all applicable emails to the Board and reply when necessary.

Staff have contracted with Calo creative, a bilingual marketing agency (Spanish & English) to assist with translations and small graphic design projects. Their first project was translating the winter schedule enhancement materials so we could run Spanish language ads on Facebook and Instagram that were linked to a [Spanish landing page](#). Their next project is working with Dayana to design bilingual bus ads for the Town of Vail busses to generate awareness of the newly free and more frequent Vail/BC Express.

Staff completed an RFP process for an insurance broker and professional services agreement has been presented in this board packet for discussion.

The branding project with HyFyve has officially kicked off. On the following page you will see a project schedule with meetings and milestones. You'll notice the answer to your burning question of when we will have our new brand is June 27th! The initial envisioning session with staff and community members is scheduled for Feb 16th. This session is meant to establish the fundamentals of the brand. HyFyve will lead a brainstorming session with approximately twelve of our stakeholders to discuss strengths, weaknesses, opportunities and threats (SWOT). They will also establish primary goals and qualify our target audiences. The takeaways from this discussion, combined with HyFyve's research efforts will serve as the backbone for all forthcoming creative.

I want to thank our creative review team members – Barry Davis, Nick Sunday, Aryn Schlichting and Dayana Herr for joining me and HyFyve in creating our brand – It is certainly a big time commitment!

BRANDING PROJECT TIMELINE

| Task name | Due date |
|---------------------------------------------------------------------------------------|----------|
| MEETINGS & MILESTONES | |
| ▶ <input checked="" type="checkbox"/> Meeting I- ENVISIONING SESSION 1 | Feb 16 |
| ▶ <input type="checkbox"/> Meeting II - KEY DIFFS & BRAND PROMISE 3 | Feb 28 |
| ▶ <input type="checkbox"/> Meeting III - ARCHETYPE & ELEVATOR PITCH 3 | Mar 7 |
| ▶ <input type="checkbox"/> Meeting IV - MISSION & VISION 2 | Mar 14 |
| ▶ <input type="checkbox"/> Meeting V- NAME & TAGLINE 3 | Mar 21 |
| ▶ <input type="checkbox"/> Meeting VI - KEY MESSAGE OUTLINE & VISION BOARD 4 | Mar 28 |
| ▶ <input type="checkbox"/> Meeting VII - KEY MESSAGES (optional) 2 | Apr 4 |
| ▶ <input type="checkbox"/> Meeting VIII - LOGO 1 3 | Apr 11 |
| <input type="checkbox"/> BRAND FOUNDATIONS COMPLETE | Apr 22 |
| <input type="checkbox"/> Meeting IX - LOGO REVIEW 2 | Apr 18 |
| <input type="checkbox"/> Meeting X - LOGO REVIEW 3 | May 2 |
| <input type="checkbox"/> Meeting XI - COLOR LOGO & PALETTE REVIEW | May 9 |
| <input type="checkbox"/> DESIGN FOUNDATIONS COMPLETE | May 15 |
| <input type="checkbox"/> Meeting XII - POSTER TEMPLATE PRESENTATION | May 23 |
| <input type="checkbox"/> Meeting XIII - CREATIVE DELIVERABLES PRESENTATION (optional) | Jun 5 |
| <input type="checkbox"/> CREATIVE DELIVERABLES COMPLETE | Jun 5 |
| <input type="checkbox"/> Meeting XIV - BRAND STANDARDS GUIDE DELIVERY | Jun 27 |

PEOPLE & CULTURE REPORT

In preparation for Aryn's arrival on February 15th, staff have negotiated a contract with an HR Consulting agency called Graves Consulting. Staff selected the firm due to their intimate knowledge of our community thanks to their work with other Eagle County government agencies, such as Eagle County Government. The high-level projects they will be assisting Aryn with include:

1. Compensation / Total Rewards philosophy development
2. Salary and Grade Structure (including guidelines for maintenance)
3. Job Description development and review (FLSA review)
4. Wages/Hiring - Best practices for offering salaries for new hire, bonus (evaluating experience, addressing internal compression, Colorado equal pay act)
5. Annual Merit and/or COLA process
6. HRIS system - Preparing for upload: Matching job titled to work comp codes, salary grades, EEOC categories/reporting, ACA reporting

FINANCE REPORT

Scott Robinson and Tanya Allen worked with our legal and accounting firms to complete and file the FY24 budget with DOLA. We received confirmation on Feb 2nd that our filling was accepted.

I'm excited to announce we've hired Ursula Hayden as our Director of Finance and she starts on March 4th. Below is a note she asked me to pass along to the team.

Dear EVTA Team,

I'm writing to express my excitement about joining your team as the new Finance Director, effective March 4th! I'm looking forward to contributing my experience and insights to an organization that will deliver such critical services to the Eagle Valley community. I am eager to collaborate with each of you.

For those unfamiliar with my background, I've had over 20 years of accounting experience and honed my expertise in government and non-profit finance for the past eight years. I have a proven track record of overseeing diverse funding sources with a keen eye for efficiency, clarity, and transparency. But my passion extends beyond the numbers. I'm also an entrepreneur at heart, having helped numerous businesses

achieve financial stability and growth through strategic planning and sound financial structures.

As a Latina immigrant, I bring a unique cultural perspective to the table, enriching the tapestry of voices within EVTA. My bilingual skills and commitment to inclusion mean I approach every interaction with an open mind and a warm heart. But don't worry, I'm not all work and no fun! Whether it's finding ways to streamline systems (because, yes, I do love a good spreadsheet!), engaging with the community at local events, or simply sharing a laugh, I'm all about making connections and contributing to a thriving community in any way I can.

Beyond my professional background, I want to share a glimpse into the person behind the numbers. The Vail Valley has been my home for the past 21 years, and I'm proud to call Eagle my home since 2005. My journey here began in Peru, where I was born and raised, but a serendipitous trip led me to meet my amazing husband, Matt, amidst the snowy slopes. Together, we decided to make this breathtaking valley our forever home.



Our family includes two incredible children, Lucas (15) and Amelia (13), who share Matt's passion for skiing. While I haven't quite mastered the slopes myself, I make up for it by whipping up meals that leave my family's inner food critics silenced (most of the time)! My true passion lies in plotting epic adventures for our crew, whether it's exploring new destinations or chilling on a sun-soaked beach.

Joining EVTA feels like a perfect fit. It will allow me to combine my financial expertise with my dedication to serving the public. I'm eager to delve into the organization's goals and aspirations, and I'm confident that we can achieve remarkable things together. I'm counting down the days to officially join the team and connect with everyone. Please don't hesitate to reach out with any questions, simply to say hello or discuss potential collaborations. I'm here to help in any way I can.

*See you soon,
Ursula Hayden*

MARKETING & COMMUNICATIONS REPORT

Scott Robinson has started the implementation project for a new EVTA website which is hosted and supported by the State of Colorado completely free of charge. The process typically takes about 90 days.

Scott Robinson and Bill Ray have created a fluid communications plan that includes monthly paid and earned media strategies. The plan includes media releases and blog posts for the first quarter and will be expanded as EVTA rolls out more news and service enhancements. Below you will find reports on the progress of this plan.

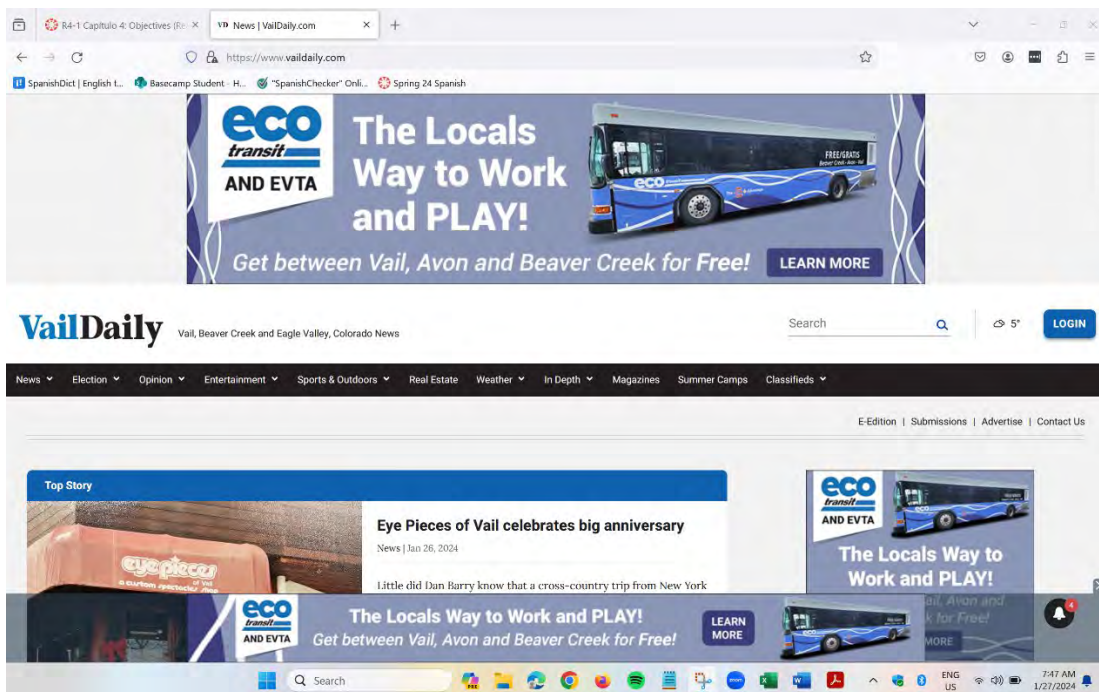
Media coverage of EVTA:

[Additional ECO Transit bus routes begin December 30](#)

[Allen: A year of many firsts for EVTA](#)

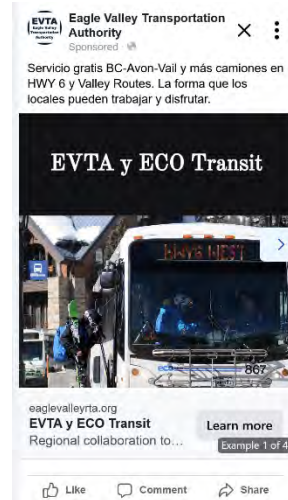
Paid Digital Media:

The paid digital campaign hosted through VailDaily.com ran from January 27-29th. The campaign was essentially a three-day ‘takeover’ of almost all the digital ad space on their website (both mobile and desktop). If you visited the site on any of those days, it was nearly impossible to miss the ads (screencap below). We saw over 314,000 impressions that drove hundreds of visitors to the [custom landing page for more information](#).



Paid Social Media:

Alongside the paid digital media mentioned above, we launched a bilingual Facebook and Instagram ad campaign. The Meta campaign reached 10,540 accounts, with 101 likes and 6 shares on Facebook, in English and reached 5,159 accounts with 86 likes and 10 shares on Facebook in Spanish. The Spanish ads went to a [custom landing page](#).



Overall, the Facebook page has 247 followers, which has grown organically since launching the page in September.

Web Traffic:

Both campaigns pointed to a landing page highlighting recent service enhancements on Vail-BC Express, Highway 6 and Valley routes. Together, the campaigns boosted website traffic by nearly 1,000 more visitors bringing the total visitors to 2,820 in January. Previously, the site averaged 1,569 visits per month from September to December, and just 583 visits per month from May to August. The chart below shows the jump in visitors created by the digital advertising:

2,820 Site Visitors



INNOVATION & IT REPORT

Staff are working to secure multiple ISPs for our main office in Gypsum, Avon Bus barn and VTC. This will provide EVTA employees an internet connection independent of the county network.

Staff are drafting an RFP for a Managed Service Provider (MSP). More details will be shared during the IT Presentation at the board meeting.

Staff are finalizing contracts with three vendors to install new Intelligent Transit Systems (ITS) components on buses that were recently added to our fleet. This will enable those buses to collect data and provide tracking, communications, video surveillance and fare collection to be consistent with our fleet.

Staff are finalizing the scope of work for vendor hosting to move several servers from the Eagle County data center.

Staff have been testing new Account Based Ticketing (ABT) and Smart cards for our mobile fare system. This enhancement will provide the best fare options for passengers and provide smart cards as an alternative to using mobile phones.

Staff are setting up laptops, email and organizational access for our new employees! Please learn a little bit more about our new Director of Innovation & IT below.

Dear EVTA Team,

I'm Lance Trujillo and I'm excited to formally join the EVTA team as the Director of Innovation and Information Technology on February 12th. For those that do not know me, I've been part of the ECO Transit team for 15 years, managing our transit technology. I've lived in Eagle County most of my life and spend my free time with my wife Nicole and my two daughters, Oliva and Penelope. We love camping, fishing, skiing, snowmobiling and sports.

I'm a technology junkie at heart and love public transportation. I've been looking forward to the creation of a true RTA for years. I know we are building an incredible team and I'm excited to help improve public transportation in our incredible valley.

Lance Trujillo