

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, April 10, 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 click here 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. March 13, 2024 regular business meeting
 - b. April 1, 2024 special meeting
 - c. Financial Statements
 - d. 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.

BUSINESS

6. Business – 12:10pm

a. Managed Services Provider Contract (IT)

Staff released an RFP in February and have prepared a contract services agreement with Istonish for board consideration.

b. EVTA Mission & Vision Adoption

Staff have been working with HyFyve on creating a new brand for EVTA and have prepared a mission and vision for board consideration.

c. Pay Grades & Salary Structure

Staff have been working with Graves Consulting to prepare a pay grade and salary structure in-line with the EVTA compensation philosophy for board consideration.

d. Bi-Lingual Incentive Pay Policy

Staff have prepared a Bi-Lingual (Spanish & English) Incentive Pay Policy for Board consideration.

e. Investment Strategy

A memo has been prepared with a staff & treasurer recommendation for investing capital savings until it is needed in 2025.

f. Support Letter for Low-No Grant for Town of Avon

The Town of Avon is requesting a support letter from EVTA for its planned Low or No Emission Grant Application.

g. Capitol GCS Contract Extension

Staff are requesting a 12-month extension of the existing contract with Capital GCS for on-call transportation consulting services, including allocating additional funds for project management of the 10 Year Transit Development and Capital Plan project.

h. ECO Transit Transition Items

Staff are requesting Board authorization to assume responsibility for a third-party maintenance contract to be entered into by Eagle County during the transition period for the purposes of supporting EVTA service expansion.

i. Other Business

- i. Discuss a recurring date and time for a virtual board meeting the fourth week of every month through August 2024.

STAFF REPORTS

7. Staff Reports – 1:40pm
 - a. Administration Division Report
 - b. Operations Division Report
8. Adjournment – 2:00pm
The next regular meeting of the Eagle Valley Transportation Authority Board will be held Wednesday, May 8, 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 District*
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 District*
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
March 13, 2024**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on March 13, 2024, at 12:00 p.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 March 8, 2024, 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 March 8, 2024, 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

Alternate Director Bryan Woods, Councilor, Town of Eagle.

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

Directors Absent:

Nick Sunday, Councilor, Town of Eagle

Also in Attendance:

Jeff Wetzel, Operations Manager, ECO Transit

Greg Barret, Safety & Security Manager, ECO Transit

Jessie Cooper, Fleet Asset Supervisor, ECO Transit

Tanya Allen, Executive Director, EVTA

Scott Robinson, Deputy Director, EVTA

Aryn Schlichting, Director of People & Culture, EVTA

Ursula Hayden, Director of Finance, EVTA

Lance Trujillo, Director of Innovation & Technology, EVTA

Larry Tenenholz, Acting Director, ECO Transit

Juan Reyes, Road Supervisor, ECO Transit

Ray Shei, Alternate Board, Beaver Creek Metro District

Jim Shoun, Transit Manager, Town of Avon

Sarah Smith Hymes, Eagle County Resident, Eagle County
Commissioner Candidate

Keith Klesner, Town of Eagle Resident, Holy Cross Board
Member

Laura Hartman, Town of Eagle Resident, Palmer Foundation
Member

Kristen Hartel, Town of Eagle Resident, Palmer Foundation
Member

Chatham Mayberry, Town of Eagle Resident

Tim McMahon, Community Member, Town of Avon

Public Attendance On Zoom:

Bill Ray, Communications Consultant, EVTA

Randy Belisle, Lead Trainer, ECO Transit

Stephanie Samuelson, Information Representative, ECO Transit

Todd Cleveland, ITS Technician, ECO Transit

Jodi Doney, Terminal Ops Manager, EGE Airport

Rachel Walker, Back Office Supervisor, Eagle County Sheriff

Jordan Winters, Operations Manager, Town of Vail

Elizabeth Baer, Walking Mountains

Will Barror, Walking Mountains

Gina McCrackin, Walking Mountains

Kira Koppel, Town of Eagle Resident

Laura Waniuk, Eagle County Resident

Melissa Daruna, Town of Eagle Resident

Michelle Meetter, Town of Minturn Resident

Scott Foust, Eagle County Resident

Joanna Kerwin, Edwards Metro District Resident

Tim Mullen, Executive Director, CRA

**APPROVAL OF THE
AGENDA**

Director Phillips presented the agenda for the meeting and inquired if there were any proposed changes. There were none.

**APPROVAL OF MINUTES
AND FINANCIAL
STATEMENTS**

Director Phillips presented the minutes dated February 14, 2024, for approval. Director Bidez moved to approve the minutes and financial statements. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

BOARD COMMENT

Director Eickholt mentioned that he had a productive discussion about cash management with Deputy Director Robinson and Director of Finance Hayden.

PUBLIC COMMENT

Tim McMahon voiced his concerns regarding pedestrian safety on Highway 6 and the extension of the winter bus schedule. He suggested an alternative board meeting time and requested the attendance of an SP Plus representative at the meetings.

AGENDA ITEMS

6. Presentations

6.1 EVTA People & Culture Update

Director of People & Culture Schlichting presented an update on the EVTA People & Culture Plan, highlighting its primary

focus on the smooth transition of staff and maintaining consistency in service.

7. Business

7.1 EVTA Total Compensation Philosophy

Director of People & Culture Schlichting stated that the staff is currently developing the Total Compensation Philosophy, with the goal of transitioning successful practices from ECO Transit into EVTA, focusing on competitive compensation and flexible rewards. Director Davis expressed his desire for ongoing communication from EVTA to all municipalities within Eagle County regarding employee packages.

Director Davis motioned to approve the EVTA Total Compensation Philosophy as presented. Director Woods seconded the motion, which passed with a unanimous 7-0 vote.

7.2 Colorado Retirement Association (CRA) Resolution & Agreement

Deputy Director Robinson stated that he collaborated with representatives at CRA, while also considering feedback from ECO Transit employees, to develop the presented plan. The plan includes a 5% mandatory 401a contribution, along with the option for 457/Roth contributions. He reviewed the details of the employer match and the flexibility of the plans based on employees' needs. Board members expressed concerns about making the 401A contributions mandatory, especially for seasonal employees.

Tim Mullen (CRA Executive Director) noted that EVTA can amend their participation agreement in the future if necessary. He explained that upon separation of service, an individual can cash out their account or rollover into a new plan. Director Phillips expressed approval of the mandatory contribution due to the generous match offered and the cash-out option upon separation.

Director McQueeney motioned to approve the resolution to join the CRA, appoint Tanya Allen as the designated signee on the policy and plan documents presented and authorize staff to spend up to \$75,000 to be used for replacing the unvested

dollars of ECO employees who are not fully vested yet at time of transfer to EVTA. Director Davis seconded the motion, which passed with a unanimous 7-0 vote.

7.3 ECO Operations Update and Summer Fare Proposal

Mr. Tenenholz summarized the recent successes at ECO Transit and highlighted increased ridership numbers. Executive Director Allen elaborated on the potential challenges of a fare-free service system this summer but emphasized its positive impact on our community and the importance of using this period to gather data about ridership patterns for the winter. Discussion ensued among board and staff regarding the clarification of fare-free zones versus fare zones. Director Davis expressed concern that launching this summer may be premature. Director Philips expressed support for launching the fare-free program this summer to analyze the data and prepare for higher demand in the winter.

Director Bidez motioned to approve fare-free operation on the entirety of ECO Transit's Highway 6 and Minturn Routes, beginning with the summer 2024 season starting May 19 and fare-free operation on the Valley route, except for stops within Town of Gypsum boundaries, also beginning with the summer 2024 season starting May 19. Director Alexander seconded the motion, which passed with a unanimous 7-0 vote.

7.4 Retreat Review and Updated Interim Strategic Plan Adoption

Director Davis exited the meeting. Executive Director Allen presented an Interim Strategic Plan that was modified based on feedback from the board retreat. She explained that the document will be utilized until the ECO Transit transition is complete in 2025. Director Phillips requested an easily digestible announcement on the website to clarify the results of the ballot measure to ensure the public is aware of the outcome and there is no confusion regarding the community members in Gypsum.

Director Eickholt motioned to approve an updated Interim Strategic Plan for EVTA. Director Alexander seconded the motion, which passed with a unanimous 6-0 vote.

8. Staff Reports

8.1 Administration Division Report

Deputy Director Robinson introduced EVTA's new Director of Finance, Ursula Hayden.

8.2 Operations Division Report

Executive Director Allen discussed adjustments made to the Beaver Creek study and confirmed that staff is receiving good data.

ADJOURNMENT

The meeting was adjourned at 1:54 PM.

Chair or Vice Chair

Secretary

**MINUTES OF THE
EAGLE VALLEY TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS SPECIAL MEETING
April 1, 2024**

A special meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on April 1, 2024, at 12:30 p.m. The meeting was held virtually. Notice of the meeting was posted on March 29, 2024, and included agenda items, location and time, as well as the teleconference information, needed to participate in the public portion of the meeting.

ATTENDANCE

Directors in Attendance on Zoom:

Director Amy Phillips, Mayor and Councilor, Town of Avon

Director Dave Eickholt, Beaver Creek Metro District

Director Jeanne McQueeney, Commissioner, Eagle County

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

Also in Attendance on Zoom:

Alternate Director Bryan Woods, Councilor, Town of Eagle

Tanya Allen, Executive Director, EVTA

Lance Trujillo, Director of Innovation & Technology, EVTA

Larry Tenenholz, Acting Director, ECO Transit

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

Public Attendance On Zoom:

Zoe Goldstein, Eagle County Resident

**APPROVAL OF THE
AGENDA**

Director Phillips presented the agenda for the meeting and inquired if there were any proposed changes. There were none.

BOARD COMMENT

Director Phillips inquired about board comments. There were none.

PUBLIC COMMENT

Director Phillips inquired about public comments. There were none.

AGENDA ITEMS**5. Business****5.1 Gillig Hybrid Bus Purchase**

Executive Director Tanya Allen explained that several months ago, ECO Transit allocated \$5.5 million for bus purchases and has agreed to transfer those funds to EVTA to allow EVTA to assume responsibility for the purchases. She noted that the current IGA sets the fund transfer at \$4.9 million which matches the amount of the purchase order, but the IGA allows for additional funds to cover the purchases if necessary.

Director Alexander inquired about potential negative impacts if the order is transferred from ECO Transit to EVTA. Executive Director Allen clarified that the current purchase order will remain valid if EVTA confirms the agreement within the week. She noted payment will occur upon acceptance of the vehicles, anticipated to happen in the Spring of 2025.

Director Bidez asked if Gillig is a dependable manufacturer. Executive Director Allen confirmed that the majority of ECO Transit's current fleet consists of Gillig vehicles.

Director Eickholt motioned to approve the Intergovernmental Agreement with Eagle County to fund a purchase order of five Hybrid Gillig buses. Director Alexander seconded the motion, which passed with a unanimous 6-0 vote.

Director Eickholt motioned to approve the purchase order with Gillig, LLC contingent upon an executed IGA. Director Sunday seconded the motion, which passed with a unanimous 6-0 vote.

ADJOURNMENT

The meeting was adjourned at 12:47 PM.

Chair or Vice Chair

Secretary

EAGLE VALLEY TRANSPORTATION AUTHORITY
CASH POSITION
Year to Date and as of March 31, 2024
Adjusted as of April 3, 2024

Maturity Date Account Activity Item Description	CHECKING	INVESTMENTS				TOTALS
	1st Bank	1st Bank			5.4521% Colotrust Plus+	ALL ACCOUNTS
		Savings	5.2500% 8/27/2024 Premier 4181	5.0000% 5/28/2024 Premier 1972		
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	3,826,165	37,468	46,995	-	3,141,055	7,051,683
YTD debits - Total vouchers, wires and transfers	(3,655,458)	(50,000)	-	-	-	(3,705,458)
YTD bank balance	184,234	504,707	1,818,945	1,796,413	9,463,362	13,767,661
Less outstanding checks	(9,794)	-	-	-	-	(9,794)
UNRESTRICTED BALANCE AT END OF PERIOD	174,440	504,707	1,818,945	1,796,413	9,463,362	13,757,867
Current period activity						
Transfers	-	-	-	-	-	-
Add - deposits, wires and transfers	-	-	-	-	-	-
Subtract - vouchers, wires and transfers	-	-	-	-	-	-
Total current period adjustments	-	-	-	-	-	-
Adjusted balance	\$ 174,440	\$ 504,707	\$ 1,818,945	\$ 1,796,413	\$ 9,463,362	\$ 13,757,867

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

	General	Housing	Capital	TOTALS ALL FUNDS
Cash Balance - beginning of month	\$ 6,640,677	\$ 2,000,000	\$ 3,725,088	\$ 12,365,765
Receipts				
RTA sales tax		-	-	-
ECO Transit sales tax	1,480,638	-	-	1,480,638
Interest	41,112	-	-	41,112
Transfer	-	-	-	-
Receipts subtotal	1,521,750	-	-	1,521,750
Disbursements - payables	(129,648)	-	-	(129,648)
Transfer	-	-	-	-
Cash Balance - end of month	\$ 8,032,779	\$ 2,000,000	\$ 3,725,088	\$ 13,757,867
Location of Funds				
1st Bank - Checking	\$ 174,440			
1st Bank - Savings	504,707			
1st Bank - Premier 91 day	1,818,945			
1st Bank - Premier 182 day	1,796,413			
Colotrust	9,463,362			
Total cash & investments	\$ 13,757,867		\$ -	

EAGLE VALLEY TRANSPORTATION AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024
Unaudited

	Current Month Actual	Year to Date			Percent of Prorata Budget	2024 Budget		Percent of YTD Actual to 2024 Budget
		Actual	Prorata Budget	Prorata Variance Over (Under)		2024 Adopted	YTD Over (Under)	
REVENUES								
Farebox revenue	\$ -	\$ -	\$ 34,178	(34,178)	0%	\$ 136,712	\$ (136,712)	0%
Direct pass sales revenue	-	-	51,577	(51,577)	0%	206,306	(206,306)	0%
Mobile fare sales revenue	-	-	16,699	(16,699)	0%	66,796	(66,796)	0%
Advertising revenue	-	-	1,250	(1,250)	0%	5,000	(5,000)	0%
Interest revenue	41,112	153,707	87,500	66,207	176%	350,000	(196,293)	44%
EVTA sales tax	1,461,727	3,753,679	3,187,739	565,940	118%	12,750,955	(8,997,276)	29%
EVTA DMV sales tax	18,911	18,911	-	18,911	0%	12,750,955	(12,732,044)	0%
ECO transit sales tax transfers	-	-	2,827,454	(2,827,454)	0%	11,309,816	(11,309,816)	0%
Total revenues	1,521,750	3,926,297	6,206,397	(2,280,100)	63%	37,576,540	(33,650,243)	10%
EXPENDITURES								
Administration of Vehicle Operations								
Salaries	-	-	173,517	(173,517)	0%	694,067	(694,067)	0%
Salaries-OT	-	-	6,250	(6,250)	0%	25,000	(25,000)	0%
Vacation pay	-	-	-	-	-	-	-	-
Medicare tax	-	-	2,653	(2,653)	0%	10,611	(10,611)	0%
Social security tax	-	-	11,343	(11,343)	0%	45,373	(45,373)	0%
Unemployment Insurance	-	-	-	-	-	-	-	-
Worker's comp	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	57,356	(57,356)	0%	229,423	(229,423)	0%
Uniforms	-	-	2,500	(2,500)	0%	10,000	(10,000)	0%
Printing expense	-	-	300	(300)	0%	1,200	(1,200)	0%
Office supplies-general	-	-	375	(375)	0%	1,500	(1,500)	0%
Materials and supplies	-	-	1,250	(1,250)	0%	5,000	(5,000)	0%
Travel-meetings/seminars	-	-	3,000	(3,000)	0%	12,000	(12,000)	0%
Employee event expenses	-	-	3,750	(3,750)	0%	15,000	(15,000)	0%
Bus rodeo expenditures	-	-	2,500	(2,500)	0%	10,000	(10,000)	0%
Subtotal personnel	-	-	264,794	(264,794)	0%	1,059,174	(1,059,174)	0%
Vehicle Operations								
Operator Wages-ft	-	-	287,253	(287,253)	0%	1,149,010	(1,149,010)	0%
Operator wages-pt	-	-	11,250	(11,250)	0%	45,000	(45,000)	0%
Operator wages-seasonal	-	-	53,594	(53,594)	0%	214,374	(214,374)	0%
Operator wages overtime-ft	-	-	50,000	(50,000)	0%	200,000	(200,000)	0%
Medicare tax	-	-	7,215	(7,215)	0%	28,860	(28,860)	0%
Social security taxes	-	-	27,133	(27,133)	0%	108,533	(108,533)	0%
Total taxes and fringe benefits	-	-	105,734	(105,734)	0%	422,936	(422,936)	0%
Subtotal vehicle operations	-	-	542,179	(542,179)	0%	2,168,713	(2,168,713)	0%
Administration of paratransit operations								
Admin salaries	-	-	9,048	(9,048)	0%	36,192	(36,192)	0%
Admin salaries-ot	-	-	500	(500)	0%	2,000	(2,000)	0%
Medicare tax	-	-	131	(131)	0%	525	(525)	0%
Social security tax	-	-	561	(561)	0%	2,244	(2,244)	0%
Total fringe benefits	-	-	2,299	(2,299)	0%	9,196	(9,196)	0%
Subtotal administration of paratransit operations	-	-	12,539	(12,539)	0%	50,157	(50,157)	0%
Paratransit operations								
Paratransit operator wages	-	-	8,038	(8,038)	0%	32,151	(32,151)	0%
Paratransit operator wages OT	-	-	500	(500)	0%	2,000	(2,000)	0%
Medicare tax	-	-	120	(120)	0%	481	(481)	0%
Social security tax	-	-	515	(515)	0%	2,058	(2,058)	0%
Total fringe benefits	-	-	4,352	(4,352)	0%	17,408	(17,408)	0%
Subtotal paratransit operations	-	-	13,525	(13,525)	0%	54,098	(54,098)	0%

EAGLE VALLEY TRANSPORTATION AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024
Unaudited

	Current Month Actual	Year to Date			2024 Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
Safety and training department								
Admin salaries	-	-	22,575	(22,575)	0%	90,301	(90,301)	0%
Staff ot	-	-	500	(500)	0%	2,000	(2,000)	0%
Medicare tax	-	-	351	(351)	0%	1,403	(1,403)	0%
Social security tax	-	-	1,500	(1,500)	0%	5,999	(5,999)	0%
Total fringe benefits	-	-	7,472	(7,472)	0%	29,888	(29,888)	0%
Medical-exams and testing	-	-	2,875	(2,875)	0%	11,500	(11,500)	0%
Contracted services	-	-	2,500	(2,500)	0%	10,000	(10,000)	0%
Consulting	-	-	2,500	(2,500)	0%	10,000	(10,000)	0%
Training supplies	-	-	375	(375)	0%	1,500	(1,500)	0%
Emergency preparedness supplies	-	-	225	(225)	0%	900	(900)	0%
Travel-meetings/seminars	-	-	875	(875)	0%	3,500	(3,500)	0%
Training/workshop	-	-	375	(375)	0%	1,500	(1,500)	0%
Subtotal safety and training department	-	-	42,123	(42,123)	0%	168,491	(168,491)	0%
Administration of fleet maintenance activities								
Admin salaries	-	-	11,023	(11,023)	0%	44,092	(44,092)	0%
Admin salaries-ot	-	-	125	(125)	0%	500	(500)	0%
Medicare tax	-	-	170	(170)	0%	678	(678)	0%
Social security tax	-	-	725	(725)	0%	2,898	(2,898)	0%
Total fringe benefits	-	-	4,414	(4,414)	0%	17,656	(17,656)	0%
Lubricants-oil	-	-	11,250	(11,250)	0%	45,000	(45,000)	0%
Fuel-unleaded support vehicles	-	-	3,261	(3,261)	0%	13,044	(13,044)	0%
Fuel-diesel support vehicles	-	-	92	(92)	0%	368	(368)	0%
Fuel-unleaded support vehicles	-	-	1,261	(1,261)	0%	5,044	(5,044)	0%
Fuel-diesel support vehicles	-	-	135,375	(135,375)	0%	541,500	(541,500)	0%
Fuel-electricity	-	-	5,400	(5,400)	0%	21,600	(21,600)	0%
Subtotal administration of fleet maintenance activities	-	-	173,096	(173,096)	0%	692,380	(692,380)	0%
Fleet maintenance								
Fleet care tech salaries	-	-	16,597	(16,597)	0%	66,386	(66,386)	0%
Fleet care tech salaries-ot	-	-	2,125	(2,125)	0%	8,500	(8,500)	0%
Medicare tax	-	-	252	(252)	0%	1,008	(1,008)	0%
Social security tax	-	-	1,078	(1,078)	0%	4,310	(4,310)	0%
Total fringe benefits	-	-	5,347	(5,347)	0%	21,389	(21,389)	0%
Uniforms	-	-	250	(250)	0%	1,000	(1,000)	0%
Contract service-maintenance	-	-	259,849	(259,849)	0%	1,039,395	(1,039,395)	0%
Contract services-towing	-	-	3,125	(3,125)	0%	12,500	(12,500)	0%
Cleaning supplies-vehicles	-	-	1,500	(1,500)	0%	6,000	(6,000)	0%
Shop supplies misc	-	-	250	(250)	0%	1,000	(1,000)	0%
Subtotal fleet maintenance	-	-	290,373	(290,373)	0%	1,161,488	(1,161,488)	0%
Facility maintenance activities-msc								
Leases and rentals-operating yards or stations	-	-	155,044	(155,044)	0%	620,177	(620,177)	0%
Subtotal facility maintenance activities-msc	-	-	155,044	(155,044)	0%	620,177	(620,177)	0%
Facility maintenance activities-leadville bus barn								
Leases and rentals-operating yards or stations	-	-	16,976	(16,976)	0%	67,905	(67,905)	0%
Subtotal facility maintenance activities-leadville bus barn	-	-	16,976	(16,976)	0%	67,905	(67,905)	0%
Stops and stations								
Contract services-general	-	-	1,000	(1,000)	0%	4,000	(4,000)	0%
Bus stop supplies	-	-	6,250	(6,250)	0%	25,000	(25,000)	0%
Subtotal stops and stations	-	-	7,250	(7,250)	0%	29,000	(29,000)	0%

EAGLE VALLEY TRANSPORTATION AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024
Unaudited

	Current Month Actual	Year to Date				2024 Budget		
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
General administration								
Admin salaries	31,079	110,417	176,573	(66,156)	63%	706,291	(595,874)	16%
Admin salaries-OT	-	-	-	-	0%	-	-	0%
Vacation pay	3,574	8,536	-	8,536	0%	-	8,536	0%
Medicare tax	612	2,097	2,092	5	100%	8,368	(6,271)	25%
Social security tax	2,618	8,965	8,475	490	106%	33,899	(24,934)	26%
Unemployment taxes	41	1,661	-	1,661	0%	-	1,661	-
Worker's Comp	(609)	-	-	-	0%	-	-	-
Total fringe benefits	7,567	25,648	21,738	3,910	118%	86,951	(61,303)	29%
Public notices	-	-	75	(75)	0%	300	(300)	0%
Legal services-general	7,164	23,319	30,000	(6,681)	78%	120,000	(96,681)	19%
Legal services-special	-	-	2,500	(2,500)	0%	10,000	(10,000)	0%
Consulting	2,000	8,950	3,750	5,200	239%	15,000	(6,050)	60%
Printing expense	-	-	125	(125)	0%	500	(500)	0%
Office supplies-general	1,971	2,554	2,500	54	102%	10,000	(7,446)	26%
Office supplies-postage	-	-	25	(25)	0%	100	(100)	0%
Office supplies-copy machine	-	-	225	(225)	0%	900	(900)	0%
Purchased transportation services	-	246,371	2,082,594	(1,836,223)	12%	8,330,374	(8,084,003)	3%
Memberships and subscriptions	-	2,487	5,425	(2,938)	46%	21,700	(19,213)	11%
Travel-meetings/seminars	1,092	5,725	4,625	1,100	124%	18,500	(12,775)	31%
Board meeting expenses	-	990	3,475	(2,485)	28%	13,900	(12,910)	7%
Employee event expenses	-	-	500	(500)	0%	2,000	(2,000)	0%
Recruiting employees	-	170	7,500	(7,330)	2%	30,000	(29,830)	1%
Miscellaneous expense	760	760	250	510	304%	1,000	(240)	76%
Leases and rentals-other general administration facilities	-	-	25,019	(25,019)	0%	100,074	(100,074)	0%
Subtotal general administration	57,869	448,650	2,377,466	(1,928,816)	19%	9,509,857	(9,061,207)	5%
Finance and accounting								
Admin salaries	8,365	8,365	39,709	(31,344)	21%	158,835	(150,470.00)	5%
Admin salaries-ot	-	-	250	(250)	0%	1,000	(1,000.00)	0%
Medicare tax	181	181	578	(397)	31%	2,312	(2,131.00)	8%
Social security tax	773	773	2,472	(1,699)	31%	9,887	(9,114.00)	8%
Unemployment taxes	214	214	-	214	0%	9,887	(9,673.00)	2%
Total fringe benefits	4,095	4,095	8,337	(4,242)	49%	33,349	(29,254.00)	12%
Public notices	-	-	75	(75)	0%	300	(300.00)	0%
Contracted services	22,154	30,010	15,000	15,010	200%	60,000	(29,990.00)	50%
Audit services	-	-	1,875	(1,875)	0%	7,500	(7,500.00)	0%
Consulting	-	-	3,750	(3,750)	0%	15,000	(15,000.00)	0%
Insurance-general and auto liability	-	-	21,351	(21,351)	0%	85,402	(85,402.00)	0%
Insurance-admin	609	609	1,500	(891)	41%	6,000	(5,391.00)	10%
Bank adjustments/fees	-	(6)	250	(256)	-2%	1,000	(1,006.00)	-1%
Subtotal finance and accounting	36,391	44,241	95,147	(50,906)	46%	390,472	(346,231)	11%
Information technology								
IT salaries	15,831	15,831	42,176	(26,345)	38%	168,703	(152,872)	9%
IT salaries-ot	-	-	375	(375)	0%	1,500	(1,500)	0%
Medicare tax	309	309	648	(339)	48%	2,593	(2,284)	12%
Social security tax	1,320	1,320	2,772	(1,452)	48%	11,087	(9,767)	12%
IT Vacation Pay	1,131	1,131	2,772	(1,641)	41%	11,087	(9,956)	10%
Unemployment tax	408	408	2,772	(2,364)	15%	11,087	(10,679)	4%
Total fringe benefits	4,333	4,333	8,402	(4,069)	52%	33,606	(29,273)	13%
Communications	-	-	9,375	(9,375)	0%	37,500	(37,500)	0%
Contracted services	-	-	25,000	(25,000)	0%	100,000	(100,000)	0%
Computer/network software agreement	5,670	5,670	25,000	(19,330)	23%	100,000	(94,330)	6%
Consulting	-	-	25,000	(25,000)	0%	100,000	(100,000)	0%
Computer supplies	(3,347)	5,457	18,750	(13,293)	29%	75,000	(69,543)	7%
Subtotal information technology	25,655	34,459	163,042	(128,583)	21%	652,163	(617,704)	5%

EAGLE VALLEY TRANSPORTATION AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024
Unaudited

	Current Month Actual	Year to Date			2024 Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
Planning department								
Admin salaries	-	-	23,314	(23,314)	0%	93,255	(93,255)	0%
Medicare tax	-	-	338	(338)	0%	1,352	(1,352)	0%
Social security tax	-	-	1,446	(1,446)	0%	5,782	(5,782)	0%
Total fringe benefits	-	-	10,501	(10,501)	0%	42,003	(42,003)	0%
Consulting	2,970	27,778	175,000	(147,222)	16%	700,000	(672,222)	4%
Subtotal planning department	2,970	27,778	210,599	(182,821)	13%	842,392	(814,614)	3%
Marketing and customer service department								
Admin salaries	-	-	45,278	(45,278)	0%	181,113	(181,113)	0%
Admin salaries-ot	-	-	625	(625)	0%	2,500	(2,500)	0%
Medicare tax	-	-	711	(711)	0%	2,844	(2,844)	0%
Social security tax	-	-	3,040	(3,040)	0%	12,161	(12,161)	0%
Total fringe benefits	-	-	15,745	(15,745)	0%	62,980	(62,980)	0%
Contracted services	6,571	29,871	50,000	(20,129)	60%	200,000	(170,129)	15%
Advertising	-	1,175	12,500	(11,325)	9%	50,000	(48,825)	2%
Events expenses	-	-	2,500	(2,500)	0%	10,000	(10,000)	0%
Printing expense	192	192	3,175	(2,983)	6%	12,700	(12,508)	2%
Office supplies-postage	-	-	438	(438)	0%	1,750	(1,750)	0%
Subtotal marketing and customer service department	6,763	31,238	134,012	(102,774)	23%	536,048	(504,810)	6%
Total expenditures	129,648	586,366	4,498,165	(3,911,799)	13%	18,002,515	(17,416,149)	3%
EXCESS OF REVENUES OVER EXPENDITURES	1,392,102	3,339,931	1,708,232	1,631,699	196%	19,574,025	(16,234,094)	17%
OTHER FINANCING USES								
Transfer to transit capital fund	-	(1,725,088)	(431,272)	(1,293,816)	400%	(1,725,088)	-	100%
Transfer to air fund	-	-	(200,000)	200,000	0%	(800,000)	800,000	0%
Transfer to housing fund	-	(1,000,000)	(250,000)	(750,000)	400%	(1,000,000)	-	100%
Total other financing uses	-	(2,725,088)	(881,272)	(1,843,816)	309%	(3,525,088)	800,000	77%
NET CHANGE IN FUNDS AVAILABLE	\$ 1,392,102	\$ 614,843	\$ 826,960	\$ (212,117)		\$ 16,048,937	\$ (15,434,094)	
BEGINNING FUNDS AVAILABLE	6,640,677	7,417,936						
ENDING FUNDS AVAILABLE	\$ 8,032,779	\$ 8,032,779						

EAGLE VALLEY TRANSPORTATION AUTHORITY
HOUSING FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024
Unaudited

	Current Month Actual	Year to Date			Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES								
Rent-leased properties-lake creek village	\$ -	\$ -	\$ -	\$ -	0%	\$ 54,720	\$ (54,720)	0%
Rent-leased properties-gypsum apt	-	-	-	-	0%	6,400	(6,400)	0%
Rent-leased properties-riverdance	-	-	-	-	0%	27,360	(27,360)	0%
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>88,480</u>	<u>(88,480)</u>	<u>0%</u>
EXPENDITURES								
Administration of housing programs								
Salaries	-	-	-	-	0%	7,000	(7,000)	0%
Subtotal administration of housing programs	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>7,000</u>	<u>(7,000)</u>	<u>0%</u>
EVTA leased housing-lcv								
Materials and supplies	-	-	-	-	0%	1,300	(1,300)	0%
Lease payments-lcv	-	-	-	-	0%	72,960	(72,960)	0%
Subtotal EVTA leased housing-lcv	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>74,260</u>	<u>(74,260)</u>	<u>0%</u>
Housing operations-gypsum apt								
Materials and supplies	-	-	-	-	0%	1,300	(1,300)	0%
Lease payments-gypsum	-	-	-	-	0%	16,800	(16,800)	0%
Subtotal housing operations-gypsum apt	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>18,100</u>	<u>(18,100)</u>	<u>0%</u>
Housing operations-riverdance								
Materials and supplies	-	-	-	-	0%	1,300	(1,300)	0%
Lease payments-riverdance	-	-	-	-	0%	57,600	(57,600)	0%
Subtotal Housing operations-riverdance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>58,900</u>	<u>(58,900)</u>	<u>0%</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>158,260</u>	<u>(158,260)</u>	<u>0%</u>
EXCESS OF REVENUES OVER (UNDER)								
EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>	<u>(69,780)</u>	<u>69,780</u>	<u>0%</u>
OTHER FINANCING SOURCES								
Transfers from General Fund	-	1,000,000	250,000	750,000	400%	1,000,000	-	0%
Total other financing sources	<u>-</u>	<u>1,000,000</u>	<u>250,000</u>	<u>750,000</u>	<u>400%</u>	<u>1,000,000</u>	<u>-</u>	<u>0%</u>
NET CHANGE IN FUNDS AVAILABLE	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ 250,000</u>	<u>\$ 750,000</u>		<u>\$ 930,220</u>	<u>\$ 69,780</u>	
BEGINNING FUNDS AVAILABLE	<u>1,000,000</u>	<u>1,000,000</u>						
ENDING FUNDS AVAILABLE	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>						

EAGLE VALLEY TRANSPORTATION AUTHORITY
TRANSIT CAPITAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024
Unaudited

	Current Month Actual	Year to Date			Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES								
Total revenues	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-
EXPENDITURES								
Total expenditures	-	-	-	-	-	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES	-	-	-	-	-	-	-	-
OTHER FINANCING SOURCES								
Transfer from General Fund	-	1,725,088	431,272	1,293,816	400%	1,725,088	-	100%
Total other financing sources	-	1,725,088	431,272	1,293,816	400%	1,725,088	-	100%
NET CHANGE IN FUNDS AVAILABLE	\$ -	1,725,088	\$ 431,272			\$ 1,725,088	\$ -	
BEGINNING FUNDS AVAILABLE	2,000,000	2,000,000						
ENDING FUNDS AVAILABLE	\$ 2,000,000	\$ 3,725,088						

**EAGLE VALLEY TRANSPORTATION AUTHORITY
AIR FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended March 31, 2024**

	Current Month Actual	Year to Date			Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES								
Total revenues	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-
EXPENDITURES								
Minimum revenue guarantee (MRG)	-	-	200,000	(200,000)	0%	800,000	(800,000)	0%
Total expenditures	-	-	200,000	(200,000)	0%	800,000	(800,000)	0%
EXCESS OF EXPENDITURES OVER REVENUES	-	-	(200,000)	200,000	0%	(800,000)	800,000	0%
OTHER FINANCING SOURCES								
Transfer from general fund	-	-	200,000	(200,000)	0%	800,000	(800,000)	0%
Total other financing sources	-	-	200,000	(200,000)	0%	800,000	(800,000)	0%
NET CHANGE IN FUNDS AVAILABLE	-	-	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>	
BEGINNING FUNDS AVAILABLE	-	-						
ENDING FUNDS AVAILABLE	<u>\$ -</u>	<u>\$ -</u>						

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

Current Payables						
Invoice #	Date of Service	Vendor		Description	Itemized	Amount Due
4	03/04/24	Capital GCS	01-53-503030-3250	PL Consulting		2,970.00
5961	03/06/24	Collins Cole Flynn Winn & Ulmer, PLLC	01-50-503030-0005	Legal		7,164.00
02.29.24	25998 02/29/24	Community Resource Services of Co	01-51-503030-0009	Accounting		21,986.00
0318	03/04/24	English Spanish Marketing	01-54-503030-3240	Advertising		2,871.00
3318	02/23/24	Forward Tech Solutions	01-52-503030-0011	IT Computer Supplies -Computer		1,732.00
1366	03/04/24	Graves Consulting	01-50-503030-3250	Consulting		2,000.00
AR78812	03/08/24	PDS Inc	01-52-503030-0011	IT Computer Supplies -Computer		2,053.99
15206	02/20/24	Signature Signs, Inc	01-54-503990-0003	Sign Printing		191.50
9389	03/06/24	Statewide Internet Portal Authority	01-52-503030-0011	MS - Software	487.76	
9403	03/13/24	Statewide Internet Portal Authority	01-52-503030-0011	MS - Software	780.80	1,268.56
2423	03/04/24	WR Communications	01-54-503030-3240	Interin public relations support		3,500.00
Total \$						45,737.05

Electronic payments including ACH payments and Wire transfers						
Invoice #	Date of Service	Vendor		Description	Itemized	Amount Due
5132-0224		First Bank Credit Card	01-52-504990-0010	Computer Supplies		
			01-50-504990-0001	General	971.86	
			01-50-509020-0000	EVTA meeting	244.71	
			01-50-509990-0002	EVTA meeting	59.40	
			01-54-503030-3240	Contract Services	100.00	
				Suspense	974.35	
Total						\$ 2,350.32
***Out of cycle, already paid						
Total						\$ 2,350.32

GRAND TOTAL \$ 48,087.37

APPROVAL		
NAME	SIGNATURE	DATE
Deputy Director Scott Robinson scott.robinson@evta.org	 Ursula Hayden	03.19.2024

To: The Eagle Valley Transportation Authority Board
From: Lance Trujillo, EVTA Director of Innovation and IT
Meeting Date: 04/10/2024

SUBJECT: Managed Service Provider Agreement

RECOMMENDED ACTION: Approve the attached contract with Istonish, Inc. for technology managed services.

BACKGROUND:

EVTA submitted an RFP for Managed Services Provider (MSP) on February 21, 2024. EVTA received a total five proposals. The selection committee reviewed proposals and selected Istonish, Inc. as the proposed vendor. The MSP is a component of the technology plan that was presented at the February 2024 meeting. This vendor will be responsible for setup, security and support of EVTA endpoints and network.

The one-time onboarding costs for this project are \$15,957.00. Monthly costs will start at \$7,980.00 and increase if additional endpoints or network components are added. Service with an additional 10% growth plus the onboarding cost equates to \$121,293.00 for year one. This is a three-year contract with options to renew for year two and three absent of written termination notice.

Staff recommends approving the contract with Istonish, Inc. as presented to provide managed services for EVTA as outlined in the attached proposal.

FINANCIAL CONSIDERATIONS:

This project was a consideration in the planning of the 2024 budget. It will be paid from line item 01-52-503030-0009. EVTA will be invoiced for the one-time onboarding costs of \$15,957.00 and estimated monthly cost of \$7,980.00. Staff recommends that the board approve the contract.

ATTACHMENTS:

1. Managed Services Provider Contract with Istonish

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 **ISTONISH, INC.** (“Contractor”), whose mailing address is 5500 Greenwood Plaza Boulevard Suite 130 Greenwood Village, CO 80111. 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 24/7/365 managed service provider services, as further described in **Exhibits A & D**, 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. Provisions in Exhibit A supersede those in Exhibit D.

2. Contract Term. Owner intends the period of performance for this agreement to be 36-months consisting of a 1 (one) year initial term and 2 (two) additional years. The initial term of this Agreement shall be April 10, 2024 - April 9, 2025, with 2 (two) additional one-year terms as mutually agreed upon. Absent written notice of non-renewal given by either party no less than 30 days prior to the end of the then current term or upon non-appropriation of funds per Section 23, the Agreement shall be automatically renewed for one (1) additional term but in no event shall the term be deemed renewed beyond the stated two additional one-year terms absent a written and signed extension agreed to by both parties. The Initial Term and all Renewal Terms are collectively referred to as the “Term.”

3. 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.

4. 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.

5. 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 sixty (60) 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.

6. 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. 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 six percent (6%) per annum on amounts not paid within thirty (30) days.

7. 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.

8. 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.

9. 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.**

10. 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.

11. 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.

12. 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.

13. Intentionally Omitted.

14. Insurance.

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

(ii) Cyber security coverage having an aggregate limit of not less than \$3,000,000;

(iii) 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;

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

(v) 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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. All parties acknowledge that Owner is a governmental entity, and the validity of this contract is contingent upon funds being specifically budgeted and appropriated for the obligations herein described for each budget year covered by this contract. If sufficient funds are not appropriated or allocated for Owner's performance in accordance with this contract for any fiscal year, this contract shall automatically terminate without penalty, liability, or expense of any kind to Owner upon written notice of such non-appropriation of funds provided to Contractor. Such notice shall be delivered in accordance with the notice provisions set forth below and shall specify the effective date of contract termination due to non-appropriation of funds.

24. Ownership of Work Product. All documents, materials prepared or furnished by the Contractor, and work furnished or installed by Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are 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.

25. 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.

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

27. 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 accountingDept@istonish.com.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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: Amy Phillips
Title: Board Chair
Date: _____

CONTRACTOR:

Istonish, Inc.

By: _____
Name: Annette Quintana
Title: CEO
Date: _____

- ATTACHED EXHIBITS**
- EXHIBIT A - SCOPE OF WORK**
- EXHIBIT B - CERTIFICATE OF INSURANCE**
- EXHIBIT C – EVTA MSP RFP**
- EXHIBIT D - ISTONISH RFP RESPONSE**

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

(Attach Contractor's proposal or other documentation if available and intended for
incorporation into the Agreement)

1. Pricing – This pricing shall supersede and replace any pricing in the Vendor proposal and oral or written between the Contractor and Owner. All pricing is subject to 3.5% annual escalation for Cost-of-Living Adjustment (CoLA). Each CoLA takes effect annually on July 1st starting July 2025.

Endpoint Costs		Freq	Qty	
Baseline Monthly	\$2,200.00	Month	1	\$2,200.00
Endpoint Support	\$75.00	Month	45	\$3,375.00
User Security Package	\$25.00	Month	65	\$1,625.00
Endpoint Deployment Fee	\$280.00	Ad-Hoc	0	\$0.00
Total of Endpoint costs:				\$7,200.00
Network and Resource Costs			0	\$0.00
Software Developer/DBA	\$190.00	Hour	0	\$0.00
Server/Network Engineer	\$180.00	Hour	0	\$0.00
Security Engineer	\$205.00	Hour	0	\$0.00
Project Manager	\$165.00	Hour	0	\$0.00
Field Technician	\$100.00	Hour	0	\$0.00
Server Support	\$155.00	Month	2	\$310.00
Firewall Support	\$105.00	Month	2	\$210.00
Switch Support	\$30.00	Month	4	\$120.00
Wireless Access Point Support	\$20.00	Month	7	\$140.00
Total of Resource Costs:				\$780.00
Monthly Total:		Month		\$7,980.00
Onboarding Total:	\$ 15,957.00	One-Time	1	\$15,957.00

- 2. Onboarding Scope of Work
 - a. 45 endpoint devices are included in the pricing structure for Year 1.
 - b. 65 User Security Package licenses are included to provide bus operators with Multi Factor Authentication (MFA), secure email gateway, support and cyber training.
 - c. The Onboarding cost is a one-time cost at the start of the project.
- 3. Changes or New Services
 - a. Additional endpoints can be added with Endpoint Deployment Fees (\$280.00) plus Endpoint Support monthly fees (\$75). Deployments will leverage EVTA shipping account(s).
 - b. Additional User Security Packages and Network and Resources can be supported at the monthly cost outlined in the table above.
 - c. Previously onboarded endpoints can be repurposed from one user to another, with no Endpoint Deployment Fee.

Payment Milestones

- PM1 - 30% of service onboarding due upon execution of contract
- PM2 - 30% due at end of onboarding and successful transition to steady state
- PM3 - 40% due upon the final imaging and configuration of EVTA laptops, which may be done outside the initial 60-day window.

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EAGLE VALLEY TRANSPORTATION AUTHORITY

Request for Proposals ***Managed Services Provider (MSP)***

Issue Date: February 21, 2024
Proposals Due: March 20, 2024 @ 12:00pm MST

This Request for Proposal (RFP) has been published through EVTA's official website, which may be accessed at the following address: www.evta.org. Any modifications to this RFP or addenda pertaining to this RFP will be published to the EVTA website, and all proposers are responsible to periodically check the EVTA website for relevant updates prior to submission of the proposal.

EVTA RFP CONTACT INFORMATION:

Lance Trujillo
EVTA Innovation & IT Director
Lance.Trujillo@EVTA.ORG

1. Introduction

- 1.1. The Eagle Valley Transportation Authority (“Authority”) was formed by a vote of the registered electors of the Town of Avon, Town of Eagle, Town of Minturn, Town of Red Cliff, Town of Vail, Beaver Creek Metropolitan District, and Eagle County in the November 8, 2022 general election, pursuant to the Colorado Regional Transportation Authority Act, C.R.S. 43-4-101. et. seq. The purpose of the EVTA is to finance, construct, operate and maintain a regional transportation system. Interested providers are encouraged to read the EVTA IT Profile included in this RFP.

The Authority is seeking proposals from qualified MSPs to perform the services described in this RFP.

2. Objectives

The primary objectives of engaging an MSP include:

- 2.1. Ensure the stability, security, and optimal performance of our IT systems.
- 2.2. Enhance the overall efficiency and effectiveness of IT operations.
- 2.3. Provide timely and effective technical support to end-users.
- 2.4. Align IT services with business goals and objectives.
- 2.5. Foster innovation and scalability in IT solutions.

3. Scope of Work

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 MSP is required to provide the following services 24 hours a day 365 days a year:

3.1. Network Management:

- 3.1.1. Proactive monitoring of network infrastructure.
- 3.1.2. Configuration and maintenance of routers, switches, Wi-Fi access points, and firewalls.
- 3.1.3. Performance optimization and troubleshooting.

3.2. End-User Support:

- 3.2.1. Helpdesk services for end-user technical support
- 3.2.2. Deployment of 40 endpoints with the option to add more as needed.
- 3.2.3. Endpoints can be a combination of Windows 11, Chromebook and Apple MacBook devices.
- 3.2.4. Software installation for third party systems
- 3.2.5. Remote assistance and troubleshooting
- 3.2.6. Continuous user training on new technologies & Microsoft 365

3.3. Security Services:

3.3.1. Implementation of robust cybersecurity measures.

3.3.2. Continuous monitoring for potential threats.

3.3.3. Incident response and vulnerability management.

3.4. Cloud Services:

3.4.1. Management of cloud infrastructure and services.

3.4.2. Migration and optimization of cloud resources.

3.4.3. Ensure data integrity and availability.

3.5. Reporting and Documentation:

3.5.1. Regular reporting on system performance and security.

3.5.2. Comprehensive documentation of configurations and processes.

3.5.3. MSP will build and manage Microsoft Entra ID (Active Directory) for the Authority

4. Proposal Submission

Interested MSPs are requested to submit their proposals by March 20, 2024 at 12pm MST. Submissions should include the following:

4.1. Cover letter stating the name of the vendor, address, phone number, website URL, and contact person's name and email.

4.2. Executive Summary, including a clear, concise statement of the vendor's understanding of the required services and a summary of the partnership the vendor envisions with the Authority

4.3. Company Overview and Experience

4.4. Proposed Solution and Methodology

4.5. Service Level Agreements (SLAs)

4.6. Pricing Structure

4.7. Similar Project Experience and/or References

4.8. Team Qualifications and Certifications

4.9. Written disclosure of any known potential conflicts of interest that may result during the course of performance of the services.

4.10. Comments and requested revisions to the form of Services Agreement ("Services Agreement") circulated in connection with this RFP, including without limitation the insurance requirements. Post-award comments to the Services Agreement not included in the proposal shall not be considered.

- 4.11. The proposal must be signed manually or electronically by an officer or person qualified to bind the vendor.

Proposals must be submitted via email in PDF format, clearly designated with the email subject line “EVTA Managed Services Provider RFP” to:

Lance Trujillo
EVTA Innovation & IT Director
Lance.Trujillo@EVTA.org

Proposals without the proper subject line, in the wrong format or proposals that are submitted after the deadline may not be considered.

Proposals may be withdrawn within 48 hours of their submission. Following the 48-hour withdrawal period, proposals are binding on the vendor for a period of 60 days.

5. Questions

All questions surrounding the RFP will be addressed during the on-site visit listed in the timeline section of this RFP.

6. Evaluation Criteria

The Authority will evaluate all proposals that conform in all material respects to the requirements contained in the RFP. The Authority may use a numerical valuation system to weigh the following criteria and rank the proposals. Proposals will be evaluated based on the following criteria:

- 6.1. Relevant Experience and Track Record
- 6.2. Technical Solution and Methodology
- 6.3. Price (the Authority is not required to select the lowest bid)
- 6.4. SLA Compliance
- 6.5. References and Similar Project Experience
- 6.6. The ability to provide all the services listed in the scope of work
- 6.7. Any other criteria deemed material by the Authority

7. Procedure for Selecting Proposal

The proposals are expected to be evaluated by EVTA Staff, which will make a recommendation to the Authority’s Board of Directors. As part of its evaluation process, the Authority may request clarifications and additional information, conduct customer reference checks, require a subset of finalist vendors to make a presentation to the Authority’s selection team and/or Board, hold multiple rounds of review with a limited group of proposers, and take any other action necessary to perform a thorough and objective evaluation of each proposal.

In the event that the Authority elects to accept a proposal, it shall accept in writing the proposal that, in its estimation, will best serve the interests of the Authority.

Subsequent to the proposal due date, the Authority reserves the right to negotiate (i) terms and conditions of the Services Agreement with a vendor(s), and (ii) modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors.

The Authority further reserves the right to reject any and all proposals, waive any and all formalities, disregard all nonconforming, non-responsive or conditional proposals, and terminate, modify, or suspend the RFP process. This RFP does not commit the Authority to award a contract.

8. Timeline

- 8.1. RFP Release Date: February 21, 2024
- 8.2. On-site Tour: March 5, 2024 | 1pm-4pm MST | 3289 Cooley Mesa Road Gypsum, CO 81637. Please RSVP to the person listed on the cover page of this RFP. Proposal Submission Deadline: March 20, 2024 @ 12:00pm MST
- 8.3. Evaluation Period: March 20 – April 1, 2024
- 8.4. Expected date by which a recommendation will be made to the Authority Board: April 10, 2024
- 8.5. Start of Contract: April 15, 2024

9. General Terms & Conditions

- 9.1. Interested Parties. All interested vendors are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- 9.2. Controlling Terms. In the case of any conflict between the RFP and the Services Agreement, as may be modified subject to the terms of this RFP, the terms of the Services Agreement shall control.
- 9.3. Pre-Contractual Expenses. The Authority assumes no liability for payment of any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals.
- 9.4. Tax Exemption. The Authority, as a political subdivision of the State, is exempt from sales and use taxes. Following the award of proposal, a tax exemption certificate will be furnished by the Authority upon request by the successful vendor.
- 9.5. No Obligations. This RFP does not obligate the Authority or the selected vendor to provide any services or make any payments unless and until a contract is signed and approved by both parties. This RFP requires a separate written contract to be prepared in substantially the same form as the attached Services Agreement.
- 9.6. Non-Discrimination. The vendor, by submitting a proposal, agrees to not unlawfully discriminate against any employee, or applicant for employment, of the vendor or the Authority or any member of the public on the basis of disability, race, sex, age, national origin, religion, sexual orientation, gender identity or expression, marital or military status, pregnancy, political affiliation or any other status protected by federal or state law.

- 9.7. Governing Law. The laws of the State of Colorado shall govern this RFP. Venue for any dispute arising out of or relating to this RFP shall be in the State of Colorado District Court for the Fifth Judicial District.
- 9.8. Public Record. All proposals submitted will become property of the Authority and may be subject to public disclosure pursuant to the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.

10. EVTA IT Profile

The Authority will share the Eagle County Government facility located at 3289 Cooley Mesa Rd, Gypsum, CO 81637. This facility will be the location for all the network equipment. The office space is currently wired for Eagle County Government use by Eagle County IT and portions of this network will be available to restructure for the Authority. This location does not currently have any server rack or environmentally controlled enclosures.

The Authority will utilize local Internet Service Provider (ISP) connections at the facility to provide internet connectivity to staff.

The Authority technology is focused on Intelligent Transit Systems (ITS) software and hardware. These components are essential to the transit operations. The MSP responsibilities will be constructed to help support these technologies while also providing daily business technology needs.

The Authority Technology staff is comprised of the Director of Innovation and IT as well as two ITS Technicians that manage on board bus ITS components.

The Authority will hire employees as needed, but it is expected that most of the Eagle County ECO Transit employees will be migrated to EVTA employees by the end of 2024.

Enterprise Mobility + Security G3 GCC and Office 365 G3 GCC licenses will be provided by the Authority and purchased through Statewide Internet Portal Authority (SIPA).

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 **COMPANY NAME** (“Contractor”), whose mailing address is **company address**. 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 24/7/365 managed service provider 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 **DOLLAR AMOUNT HERE** 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 six percent (6%) 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.

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

(ii) Cyber security coverage having an aggregate limit of not less than \$3,000,000;

(iii) 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;

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

(v) 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, materials prepared or furnished by the Contractor, and work furnished or installed by Contractor (or the Contractor's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are 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 contractor email.

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: Amy Phillips
Title: Board Chair
Date: _____

CONTRACTOR:

Contractor name

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

(Attach Contractor's proposal or other documentation if available and intended for
incorporation into the Agreement)



Eagle Valley Transport Authority

Istonish Response to RFP: Managed Services Provider (MSP)

Prepared By:
Jason Bovée
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Istonish is a proud Colorado company.



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EXECUTIVE SUMMARY

Thank you for the opportunity to provide managed IT services for the Eagle Valley Transport Authority (EVTA). In the document below we outline our proposed services, including comprehensive technology and security support.

Service Summary

After conversations with EVTA personnel, along with an onsite visit and facility tour, our understanding of the requirements is to ensure IT systems' stability, security, and performance; enhance IT operations and efficiency; provide timely, high-quality support to end-users; align IT services with business objectives; and to support IT scalability and innovation. These goals span the following areas:

- **Network Management:** Including proactive monitoring (24/7), configuration, and maintenance of network infrastructure, performance optimization, and troubleshooting.
- **End-User Support:** Providing 24/7 helpdesk services, deploying and managing endpoints, software installation, remote assistance, and continuous user training, particularly on Microsoft 365.
- **Security Services:** Implementing cybersecurity measures, continuous threat monitoring, incident response, and vulnerability management.
- **Cloud Services:** Managing cloud infrastructure, optimizing cloud resource migration, and ensuring data integrity and availability.
- **Reporting and Documentation:** Regularly reporting on system and security performance, comprehensive documentation of IT configurations and processes, and management of Microsoft's Azure-based Active Directory.

Our solution is designed to exceed these requirements while providing innovative technology solutions, ensuring EVTA adapts to the quickly evolving technology landscape of the future.

Company Overview and Experience

To understand why Istonish is best suited to meet the needs of EVTA, we begin with a summary of our service ethic.

The Istonish Service Approach: The essence of our service ethic is to start first with understanding our customers, and to fully support their success. At a baseline, this includes your technology, processes, and environment, but more importantly, your mission, vision, values, and culture. Istonish provides enterprise-grade technology services, but what sets us apart is how we provide these services.

Istonish Values: As reflected in our values, the ethic of our company is to bring an authentic sense of caring, excellence, and teamwork to our customers; embracing your vision for success. Our values guide whom we hire, how we manage, and define an inspired vision of who we can be. As a woman and Native-American owned company, we also value diversity and embody an attitude of respect in our teams. We expect that this value would extend to treating each member of your team with similar consideration.

- **Service Beyond Reason:** We care, we serve clients, colleagues, and community.
- **Know Your Stuff:** Experts on our clients, in our field, and in our role.
- **Everybody Wins:** Our clients, our partners, our team, and our community.
- **Growth Mindset:** We seek to learn, to grow personally, to grow our business and our client's business.

Istonish
Values



Istonish Aptitude: Capabilities are not competencies, and with Istonish, the Eagle Valley Transport Authority leverages an existing, competent, and collaborative partner in public-sector IT service delivery. Our goal is to provide the best possible experience for our clients, stakeholders, and staff - securely, and without technical disruption.

One Team: We know how challenging technology can be, which is why we have built an amazing team of professional resources that ensure the consistent delivery of all aspects of managed IT services. We recruit and retain individuals who are leaders; people who will take ownership of your solution and see it through completion.

Our partnership with your team is strengthened year after year because our team becomes part of your team. Our goals are simple:

- Provide consistent results for everyone we support.
- Provide transparent communication to all stakeholders.
- Provide trusted advice, always.
- Align our goals with your goals.

Istonish is an outstanding fit to provide IT services to the Eagle Valley Transport Authority for the following reasons:

1. **Comprehensive IT Expertise and Experience:** Our extensive experience in managing complex IT infrastructures aligns perfectly with the Eagle Valley Transport Authority's needs. From administering on-premises network infrastructure and MS Azure to implementing robust security measures, our expertise covers all the critical areas outlined in the RFP.
2. **Proven Track Record with Public Organizations:** We have a strong history of providing support to public organizations across Colorado and beyond, demonstrating our capability to handle the unique requirements of public-sector operations.
3. **Local Presence and Understanding of Community Needs:** As a company with roots in Colorado, we have a deep understanding of local community needs and challenges. This local presence not only allows us to provide prompt on-site support but also ensures a close alignment with the Eagle Valley Transport Authority's goals and expectations.
4. **Commitment to Collaboration and Innovation:** We are committed to a collaborative approach, working closely with the Authority's onsite personnel, and aligning our services with your internal processes. Additionally, our openness to innovative solutions and continuous improvement aligns with the Authority's desire for a forward-thinking IT partner who can bring new ideas and efficiencies to your operations.

Istonish brings a wealth of experience in supporting local government organizations across Colorado, including Authorities, towns/cities, counties, and special districts. This depth of experience in public sector IT support, combined with our understanding of the unique requirements and challenges faced by emergency services organizations, positions Istonish as a knowledgeable and reliable partner, ensuring compliance with strict operational and security standards and addressing the specific IT needs of the Eagle Valley Transport Authority.

To help support public-sector organizations, Istonish maintains Security Operations and Controls (SOC) compliance. Our SOC 2 status is audited annually to ensure that our controls as a service





organization related to security, availability, and processing integrity are defined, documented, and reliably executed.

In summary, Istonish brings the required technical experience along with a deep understanding of the needs of public sector organizations like the Eagle Valley Transport Authority. Our local presence, commitment to collaboration, and track record of supporting similar entities make us the ideal partner to meet and exceed the Authority's IT service expectations.

Having established the key reasons why Istonish stands as the ideal choice for the Eagle Valley Transport Authority's IT services, it is also essential to detail how we initiate our services with a new partner. The following section outlines our comprehensive and tailored approach to onboarding, setting the stage for a successful transition and the establishment of robust, steady-state support services.

PROPOSED SOLUTION & METHODOLOGY

Onboarding Process

Istonish will coordinate an onboarding process involving Eagle Valley Transport Authority stakeholders to gather and document relevant processes, procedures, and information about IT operations. This will include discussions and documentation to ensure a clear understanding of existing technology, processes, configurations, and expectations. Service Level Agreements (SLAs), Key Performance Indicators (KPIs), metrics, and response times are defined. The onboarding process will begin 1-2 weeks after the contract is signed and is estimated to require 6-8 weeks to complete.

Onboarding Approach

The onboarding approach consists of the following key areas:

1. Process & Procedures

Istonish will recommend seamless integration processes, ensuring request and incident management, change management patching and maintenance windows are properly communicated and do not interfere with supported personnel.

2. Communication

Istonish will document stakeholders to be notified, timing, and reasons for all program-related communications to enable fast issue resolutions.

In addition to our regular operational and governance meetings Istonish will participate in the review of the Eagle Valley Transport Authority annual IT budget. This process is designed to ensure Eagle Valley Transport Authority is aware of annual expenses related to the holistic operation of information technology for the organization.

3. Detailed Requirements and Criteria for Success

Clear requirements and criteria for success will be collaboratively defined, assessed, amended, and consistently monitored throughout the project or program.

4. Istonish Labor & Training

Istonish resources are carefully selected, vetted, and provided with appropriate tools and knowledge through enhanced screening, background checks, and structured training.



5. Steady-State Support

Istonish provides ongoing support leveraging a service engine comprised of skilled personnel, ITIL-based services delivery management, exceptional tools and technology, and effective organization, management, and communication.

6. Security and Regulatory Compliance

As part of our support, Istonish ensures that the proper IT and security best practices and frameworks required for Eagle Valley Transport Authority are followed. Istonish will advise Eagle Valley Transport Authority leadership on applicable regulatory requirements and associated IT and security practices. These recommendations seek to ensure cybersecurity insurance and regulatory compliance within the Eagle Valley Transport Authority IT infrastructure.

EVTA Onboarding Projects

While our onboarding approach is universal, each of our clients require additional support throughout onboarding. Those projects specific to EVTA during onboarding include but are not limited to:

Network Architecture, Procurement, and Implementation

In alignment with our commitment to delivering superior IT infrastructure, a key onboarding project for EVTA includes the design, procurement, and implementation of a robust network architecture. While we can procure IT hardware from an assortment of distributors and Value-Added Resellers (VARs), we are also aware that public sector organizations benefit from highly favorable pricing on IT hardware due to government-negotiated rates and contracts. Istonish can collaborate with distributors on behalf of the Authority, ensuring you receive the best possible pricing on all hardware implementations.

While our network engineers are certified by both Cisco/Meraki and Fortinet, they are vendor agnostic when it comes to the architecture of solutions for our clients. We will conduct a holistic assessment of your environment to architect an optimal network solution tailored specifically to the needs of EVTA. By managing the entire lifecycle of this project—from architecture and procurement to implementation—we ensure that EVTA is equipped with a network infrastructure that supports current operational needs and scales for future growth. Included in our onboarding is the configuration of 2 firewalls, 4 switches, and 7 Wireless Access Points (WAPs). We work closely with Eagle County IT for the physical installation, testing, and validation of these devices. The table below illustrates two recent hardware solutions to serve as examples for the Authority.

Solution #1	Est. Price	Solution #2	Est. Price
Cisco Meraki MX67C LTE Firewall	\$960	FortiGate 81F	\$1,430
MS120-24P 24 Port POE Switch	\$2,070	FS-124F-FPOE 24 Port POE Switch	\$1,160
MS120-48LP 48 Port POE Switch	\$2,330	FS-124F-FPOE 48 Port POE Switch	\$1,810
Cisco Meraki MS56 Indoor WAP	\$1,570	FAP-231G Indoor WAP	\$480
Cisco Meraki MR86 Outdoor WAP ¹	\$1,950	FAP-432G Outdoor WAP	\$1,880
Communication Rack, and UPS (varies depending on size/features)			\$1,800

Table 1 – Estimated Equipment Pricing

Note: Prices above are for hardware only; service and support pricing depends on options elected.

¹*This unit may require an up-rated switch to ensure sufficient power.*



Microsoft 365, SharePoint, and File Server Migration

As part of the onboarding process, a Microsoft 365, SharePoint, and file server migration is offered by Istonish with the intent of extracting current SharePoint sites, personnel mailboxes/calendars, files and data from Eagle County IT resources and placed into the EVTA SharePoint and Microsoft 365 instance. This project will be seamlessly managed in conjunction with the onboarding of Istonish services. This ensures a smooth transition to the new IT environment and minimizes disruptions while facilitating the secure transfer of essential data and resources.

Onboarding Project Closure

Onboarding is concluded once Eagle Valley Transport Authority and Istonish stakeholders formally agree by acknowledging formal project closure. Upon acknowledgement, Steady-State services begin.

Steady-State Services

In this section we outline the services we propose implementing, all with the goal of maintaining the operational integrity and efficiency of the Authority while providing an excellent end-user experience.

Tiered Support Services

We are committed to delivering exceptional Tier 1, Tier 2, and Tier 3 support services. Our approach is structured to efficiently address the varied technical needs of the Authority's diverse IT environment, including the management of user endpoints, network infrastructure, and cloud environment.

Tier 1 and Tier 2 Support: Software and Hardware Issues

Our 24/7 US-based Service Desk team is adept at handling Tier 1 and Tier 2 support requests, encompassing software and hardware issues such as application/hardware failure, installation, and usage concerns. Our team is equipped with the latest tools and training to provide rapid remote support, ensuring that the most common issues are resolved promptly and effectively. We utilize a sophisticated ticketing system to track and manage requests, ensuring accountability and timely resolution.

We understand the importance of swift and competent on-site support, especially for issues that cannot be resolved remotely. The option for onsite technical support is provided by the Istonish Field Services team consisting of several remote personnel located throughout Colorado, including the Western Slope (see Figure 1).

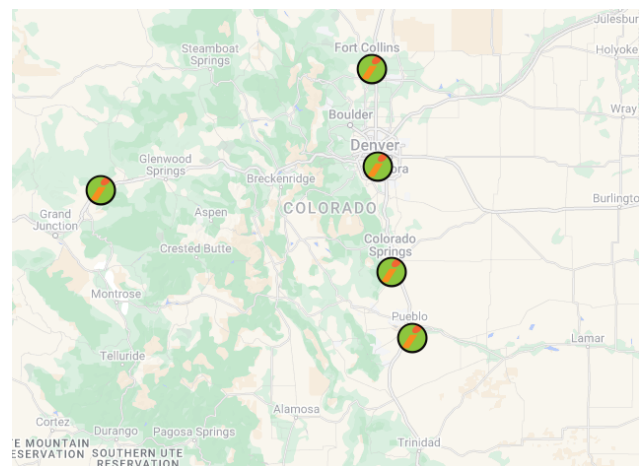


Figure 1 – Colorado Field Tech Locations

Tier 3 Support: Advanced Technical Issues

For more complex and advanced issues classified under Tier 3, such as complex service outages, and configuration issues requiring more specialized support, we escalate these matters to individuals on our engineering team. This team consists of highly skilled systems administrators, network engineers, and security experts. They bring a depth of experience in diagnosing and resolving high-level technical problems, ensuring minimal disruption to the Authority's operations.



Istonish's tiered support structure is designed to deliver comprehensive, responsive, and efficient IT support to the Eagle Valley Transport Authority. Our approach ensures that each level of support is handled by appropriately skilled personnel, whether it's providing immediate assistance for common software and hardware problems or tackling more complex infrastructure and network issues. We are committed to ensuring the highest levels of IT support and service continuity for the Eagle Valley Transport Authority.

Specialized Emergency Services IT Support

To address the unique needs of a 2nd tier emergency services organization, EVTA demands an IT service provider with a comprehensive understanding of the critical nature of its operations along with an agile and responsive approach to the provisioning of services. The essential role of emergency services in public safety and welfare necessitates an IT framework that is both resilient and highly reliable, capable of maintaining operational continuity under any circumstances.

Istonish is uniquely qualified for this role, bringing a wealth of experience and a proven track record in delivering enterprise IT solutions for emergency services organizations. Our experience spans across various settings, but we have carved a niche in serving organizations in the Rocky Mountain West. This is particularly relevant given the unique challenges posed by rural emergency services operations, including but not limited to, geographical isolation, the need for robust and fail-safe communication networks, and the requirement for rapid response capabilities under resource-constrained conditions.

Our approach is built on a foundation of proactive problem-solving, ensuring that IT systems are not just reactive to issues as they arise but are designed from the ground up for resilience, redundancy, and rapid recovery. This includes a comprehensive suite of services from network stability and security, end-user support, and cloud services, to bespoke cybersecurity measures tailored to the high-stakes environment of emergency services.

Istonish's commitment to excellence in emergency services IT support is evidenced by our continuous engagement with the communities we serve, ensuring our solutions evolve in tandem with the changing demands of emergency response operations. Our team is adept at deploying cutting-edge technology solutions that enhance operational efficiency, ensure data integrity, and support the critical mission of emergency services organizations like EVTA.

Istonish's proposal to EVTA is more than a service offering; it is our commitment to partnership, understanding, and excellence in supporting the backbone of community safety and response. Our track record in rural areas underscores our capability and readiness to meet the specialized IT needs of EVTA, ensuring its critical operations are supported by robust, reliable, and responsive IT services.

Cybersecurity, Infrastructure, and Endpoint Management

In our commitment to delivering the highest standards of IT security, Istonish actively collaborates with key organizations such as the Cybersecurity and Infrastructure Security Agency (CISA) and the Colorado-based Homeland Security Advisory Council (HSAC) Cybersecurity Advisory Committee. This collaboration ensures that we stay at the forefront of cybersecurity developments and bring the most up-to-date, effective practices to our public-sector clients, including the Eagle Valley Transport Authority. By engaging with these leading agencies, we ensure that our services not only meet but exceed the evolving security needs of our clients.





Istonish has extensive experience in managing and securing complex IT infrastructures, including the implementation and administration of firewalls, switches, wireless access points, and the integration of cutting-edge security devices and tools. For EVTA, this includes:

- **Monitor and Manage Network Infrastructure:** Utilizing our expertise in handling diverse hardware from Cisco, Juniper, Fortinet, and Dell, we ensure optimal performance and security of network infrastructure.
- **Firewall & Edge Security Management:** Istonish ensures the security of the Eagle Valley Transport Authority's network perimeter with effective firewall and edge security management. We configure, manage, and monitor firewall systems to protect against external threats, maintaining the network's connectivity, integrity, and compliance.
- **Real-time Security Monitoring:** Our SOC as a Service provides real-time monitoring and analysis of aggregated alerting within the Eagle Valley Transport Authority's environment. This service compliments standard endpoint protection capabilities by adding a layer of continuous vigilance, ensuring swift identification and response to any potential security threats.
- **Server and Endpoint Patching:** Istonish is committed to maintaining the highest levels of security for both servers and endpoints within the Eagle Valley Transport Authority's IT infrastructure. Our approach encompasses regular and systematic patching and updates for servers and endpoints, ensuring all systems are safeguarded against the latest vulnerabilities. This proactive patch management strategy is crucial for mitigating potential security risks and maintaining system integrity.
- **Endpoint Detection and Response (EDR):** Istonish provides Endpoint Detection and Response (EDR) for all server and user endpoints in the Eagle Valley Transport Authority environment.
- **Secure Email Gateway:** Istonish enhances email security for the Eagle Valley Transport Authority with a Secure Email Gateway, filtering out phishing, malware, and advanced threats. This ensures the safety and integrity of email communications by applying advanced threat detection and prevention techniques.
- **Proactive Remote Monitoring:** Our team will continuously monitor the Authority's IT environment 24/7, using advanced tools for predictive analysis to prevent issues before they occur.

Active Directory Users and Computers Management

Istonish boasts a wealth of experience in managing Active Directory (AD) services across various environments, including sophisticated cloud-based systems such as Azure AD. For EVTA, our strategy focuses on utilizing the existing Azure AD environment to manage organizational devices, aligning with the highest standards of operational efficiency and security practices.

Our approach to Azure AD management for EVTA includes:

- **Utilization of EVTA's Azure AD Environment:** Directly leveraging the Authority's existing Azure AD setup, we will manage organizational devices without the need for comprehensive assessments or system upgrades. This strategy ensures an efficient, secure, and streamlined management process, fully harnessing the capabilities of cloud-based AD services.
- **Operational and Security Best Practices:** Implementing best practices for device management and security, our team will ensure that EVTA's Azure AD environment is optimized for both performance and protection. This includes managing user access, securing sensitive information, and ensuring devices comply with the latest security standards.
- **Seamless Device Management:** By utilizing Azure AD, we provide a simplified and centralized platform for managing user identities, devices, and access controls. This approach facilitates remote management capabilities, enhances security measures, and supports the flexibility needs of EVTA's operations.



- **Strategic Azure AD Utilization:** Our expertise extends to strategically leveraging Azure AD features to benefit EVTA, including advanced security protocols, seamless integration with other Microsoft services, and support for a diverse range of devices. This ensures that EVTA's IT infrastructure is robust, scalable, and aligned with modern workplace demands.

In adopting Azure AD for device and user management, Istonish commits to delivering an IT environment that supports EVTA's dynamic needs while prioritizing security and operational excellence. This cloud-first strategy underscores our dedication to offering cutting-edge IT solutions that empower our clients to achieve their business objectives with efficiency and reliability.

Endpoint Deployment Services

In today's dynamic IT landscape, organizations of all sizes and scopes require robust endpoint deployment services to keep their operations running smoothly and securely. However, the rate and scale of these needs can vary significantly from one organization to another. To cater to this diverse range of requirements, Istonish offers endpoint deployment as an a la carte service. This flexibility allows us to provide tailored solutions that align precisely with each organization's specific endpoint deployment needs, whether they are extensive and frequent or more sporadic and specialized. Our approach ensures that every organization, including the Eagle Valley Transport Authority, receives the right level of service at the right time.

Our endpoint deployment services have 3 primary facets:

1. Image and Configuration Management.
2. Asset Inventory and Logistics.
3. Request Management.

Initial Image/Configuration Set

As a key component of our onboarding process, Istonish will collaborate with EVTA to develop a customized image and configuration set tailored to the specific needs of the Authority's IT environment. This foundational step involves:

- **Collaborative Development:** Working closely with Authority IT personnel to understand the unique requirements of different departments and roles within the Authority, ensuring the image and configuration set supports all necessary applications, policies, and security measures.
- **Standardization and Efficiency:** The creation of this standardized image set streamlines the deployment and management of endpoints across the Authority, enhancing operational efficiency and ensuring consistency in security and performance.
- **Future-Ready Foundation:** This initial setup lays the groundwork for efficient future deployments, updates, and management, aligning with the Authority's evolving IT needs.

This proactive approach in the initial stages of our partnership ensures that all endpoints are configured for optimal performance, security, and compliance from day one.

Image and Configuration Management

We take security very seriously, and this is reflected in the work we perform for all our clients. Istonish collaborates with EVTA to establish and maintain a standard image and configuration set each time it is



required based on endpoint type. Image and configuration sets include operating system, applications, policies, and configurations that have been approved by EVTA. Once an image and configuration set are approved for a machine type, Istonish keeps the image up to date with all approved patches so that it remains current each time it is deployed on an end user machine.

Asset Inventory and Logistics

Devices are delivered to the Istonish warehouse in Denver, CO for setup and configuration prior to being shipped or delivered to end users. Management of inventory to ensure availability to fulfill incoming requests is a collaboration, and details of this collaboration are finalized during our onboarding process. EVTA maintains ownership of all devices throughout the entire lifecycle. Our approach to asset inventory and logistical management includes:

- Receipt of endpoint hardware at our facility in Denver.
- Unboxing & burn-in of equipment.
- Inventory of equipment.
- Inventory reporting and management.
- New inventory / procurement request processing.
- OEM / vendor management.

The goal of our asset inventory and logistics approach is to ensure supply appropriately matches request demand, each deployment request is fulfilled as efficiently as possible, and that all assets are accurately tracked and reported prior to, during, and after fulfilling deployment requests. All shipments are accompanied by the following information:

- Name of person to receive delivery.
- Address of delivery.
- Department.
- Quantity.
- Identification/serial number(s).

Request Management

Following the ITIL framework, upon receipt of a deployment request, our request fulfillment procedure is executed in such a fashion that each request is deployed within 2-3 business days of receipt. Asset provisioning and deployment is provided by direct Istonish employees. While our deployment process is customizable, the primary steps include:

1. Asset identification.
2. Imaging and configuration.
3. End user profile creation.
4. Validation & testing.
5. Boxing & shipping preparation.
6. Physical dispatch or shipping of equipment to end user.
7. Asset tracking & reporting.
8. New user orientation & acceptance.
9. Request resolution.



Onsite or Remote User Orientation

While Istonish manages the comprehensive process of endpoint deployment, including image and configuration management as well as asset inventory, our deployment fee assumes that endpoints will be configured at our warehouse in Denver, CO. Alternately, Authority personnel may elect to pick up the workstation in the Denver metro area. New endpoints may be delivered to the Authority, or they may be shipped. Should new Authority personnel receiving an endpoint prefer, we are able to provide onsite user setup and orientation services. Onsite user orientations outside of EVTA or the Denver metro area may incur additional expense.

When Istonish ships an endpoint for the Authority, we simply leverage the Authority's shipping account. (E.g., FedEx or UPS.)

EVTA User Security Package

Istonish recognizes that the Authority has several employees that are not assigned an endpoint but share EVTA devices and otherwise participate in the IT infrastructure. We therefore recommend and have provided a package for these personnel that excluded any device-specific licensing. This results in the following inclusions:

- Multi-Factor Authentication.
- Cybersecurity Training.
- Secure Email Gateway.
- 24/7 Service Desk.

Value Addition

Understanding the Authority's openness to innovative solutions, Istonish is poised to offer enhancements that improve efficiency, security, and user experience. We suggest:

- Implementing Advanced Cybersecurity Measures: Introduce cutting-edge security technologies and practices to further bolster the Authority's defense against cyber threats.
- Technology Optimization Assessments: Regularly assess the Authority's IT environment to identify opportunities for improvements or integration of new, cost-effective technologies.

Program Governance

Our program governance approach includes daily or weekly operations meetings along with monthly governance and regular business reviews. This results in efficient ongoing communication and collaboration, ensuring effectiveness and business alignment between Istonish and Eagle Valley Transport Authority stake-holders throughout the program.

Istonish's comprehensive suite of IT services, combined with our collaborative and innovative approach, is tailored to meet and exceed the Eagle Valley Transport Authority's IT needs. Our dedication to excellence and proactive strategies ensure that the Authority's IT infrastructure is not only functional and secure but also poised for future growth and innovation.



SERVICE LEVEL AGREEMENTS

Istonish follows the ITIL framework to calculate issue criticality. Priority is determined in consideration of both the impact (effects of the event) and urgency (required timeliness of resolution) of each event. The table below reflects Istonish’s request priorities and corresponding response Service Level Agreements (SLAs). For this program, SLAs designed to provide the best experience for Eagle Valley Transport Authority.

Priority	Description
P1 - Critical	<ul style="list-style-type: none"> A large number of staff are affected and / or not able to do their job. A large number of customers are affected and / or acutely disadvantaged in some way. Life, limb, and / or Legal Crisis.
P2 - High	<ul style="list-style-type: none"> A moderate number of staff are affected and. Or not able to do their job properly. A moderate number of customers are affected and / or inconvenienced in some way.
P3 - Medium	<ul style="list-style-type: none"> A minimal number of staff are affected and / or able to deliver an acceptable service but requires extra effort. A minimal number of customers are affected and / or inconvenience, but not in a significant way.
P4 - Low	<ul style="list-style-type: none"> A temporary issue that is inconvenient or annoying. Little to no effect on customers.

Table 2 – Priority Descriptions

		IMPACT		
		High Impact on location, department, business unit, or organization-wide	Moderate Multiple users in a single department are adversely impacted	Low Low or no significant imposition to individual or to business
URGENCY	High Outage significantly affecting core business functions	1	2	3
	Moderate Work functions affected, but a work-around is in place	2	3	4
	Low Temporary issue that is an inconvenience or annoyance	3	4	4

Table 3 – Impact/Urgency (Priority) Matrix



Priority	Initial Customer Engagement (During Business Hours)	Initial Customer Engagement (After Hours)	Ticket Update Frequency
P1 - Critical	30 Business Minutes	4 Hours	1 Business Hour
P2 - High	4 Business Hours	6 Hours	1 Business Day
P3 - Medium	1 Business Day	Next Business Day	3 Business Days
P4 - Low	5 Business Days	N/A	5 Business Days

Table 4 – Response Times

Service Desk Key Performance Indicators

As we deliver services across our diverse portfolio of clients, Istonish has established and maintained response times and Key Performance Indicators (KPIs) to align with the goals defined by our clients as Critical Success Factors (CSFs) for their business. CSFs and their associated KPIs are measured regularly and discussed during governance meetings. This enables Istonish to modify our metrics to ensure the best measurement of program delivery and overall client satisfaction.

The service desk KPIs calculated for this solution are tied to the pricing in the pricing provided in this document. Those KPIs are outlined in the table below. These may be negotiated, but changes to KPIs may impact resource requirements and associated pricing. KPI’s typically vary by customer, service scope, access provided, and over time. Regular KPI reviews are performed to ensure alignment with service performance goals and objectives.

KPI	Description	Target
First Call Resolution %	% of all incoming requests resolved after the first contact	~75%
Talk Time	Average talk-time for all support calls	~9 Minutes
Abandon Rate	Average % of answerable calls not answered	~7.5%

Table 5 – Remote Service Desk KPIs

To date, our compliance with established service desk metrics exceeds our defined parameters for all our clients, across the board. That said, this is IT – issues occur, and metrics may be impacted. When this happens, the ITIL process shows its value by quickly enabling us to identify the specific issue(s) that impact performance and promptly enact workarounds or permanent fixes to immediately and continually improve service delivery. Without the ITIL foundation, service delivery to the wide array of different clientele we service would not be possible.

Metric Exemptions

Without an appropriate volume of requests or data Istonish cannot guarantee service metrics will always be met. In some conditions it may be impossible to meet specific metrics. For example, when only a small number of monthly calls are placed to Istonish, a single long talk time may impact the overall talk time average to such a degree that this metric is simply not met. For that reason, KPI compliance applies only to the analysis of ≥ 100 data points.



PRICING STRUCTURE

The pricing below includes the described service, service delivery management, reporting, governance meetings, standard reporting, and all tools required to provide these services. All pricing is based upon a 36-month agreement. All pricing provided in this document is subject to a 3.5% annual escalation for Cost-of-Living Adjustment (CoLA). Each CoLA takes effect annually on July 1st.

Onboarding is anticipated to require no more than 60 days, and pricing for onboarding was based on an initial environment consisting of 45 user endpoints, 2 firewalls, 4 switches, and 7 WAPs. Onboarding extending beyond 60 days results in the commencement of monthly billing as outlined in the below.

SERVICE FEES	
SERVICE ONBOARDING	
MANAGED IT SERVICE ONBOARDING	
One-time charge for configuration of systems, tools, & labor for technicians, engineers, and service delivery lead to onboard services as outlined above.	\$15,957
MONTHLY RECURRING CHARGE	
Baseline Monthly Charge for Service Construct	\$2,200
INDIVIDUAL DEVICE / SERVICE CHARGES	
Server Support	\$160 / ea. / m
Firewall Support	\$107 / ea. / m
Switch Support	\$30 / ea. / m
Wireless Access Point Support	\$20 / ea. / m
Endpoint Support	\$85 / ea. / m
User Security Package	\$32/ ea. / m
Endpoint Deployment Fee	\$280 / ea.

Table 6 – Service Fee Detail

Pricing is based on the initial environmental assumptions provided by Eagle Valley Transport Authority. Changes to the environment may result in a change in billing. Environment status and counts is reviewed with Eagle Valley Transport Authority monthly.

Additional Projects

Professional IT resources are available to EVTA at the rates outlined in the table below:

Resource / Skill Level	Hourly Rate
Software Developer / DBA	\$190
Server and Network Engineer	\$180
Security Engineer	\$205
Project Manager	\$165
Field Technician	\$100

Table 7 – Hourly IT Resource Fee Schedule



The rates provided in Table 3 above represent our hourly charge for short-term projects. Improved rates are provided for recurring work and long-term projects. Pricing listed above is revised annually.

At Istonish, all IT projects are led by experienced Project Managers, consistent progress and communication is provided throughout each project.

Onsite travel pricing, if required, is based on current federal IRS/GSA rates.

Payment Terms & Assumptions

50% of Service Onboarding fee is due upon execution of this agreement.

The remaining 50% of Service Onboarding is invoiced upon stakeholder agreement of onboarding conclusion and successful transition to steady state.

Steady-state invoicing occurs monthly for the previous month's charges.

Payment terms are Net30.

Non-Appropriations Clause

All parties acknowledge that Eagle Valley Transport Authority is a governmental entity, and the validity of this contract is contingent upon funds being specifically budgeted and appropriated for the obligations herein described for each budget year covered by this contract. If sufficient funds are not appropriated or allocated for Eagle Valley Transport Authority's performance in accordance with this contract for any fiscal year, this contract shall automatically terminate without penalty, liability, or expense of any kind to Eagle Valley Transport Authority thirty (30) days after written notice of such non-appropriation of funds has been provided to Istonish. Such notice shall be delivered in accordance with the notice provisions set forth below and shall specify the effective date of contract termination due to non-appropriation of funds.

Notice Provisions

Any official contract notices are to be provided to:

Eagle Valley Transport Authority
Attention: Lance Trujillo, Transit Technology and Innovation Manager
3289 Cooley Mesa Rd.
Gypsum, CO 81637

Istonish Inc.
Attention: Controller
5500 Greenwood Plaza Blvd.
Suite 130
Greenwood Village, CO 80111



SIMILAR PROJECT EXPERIENCE / REFERENCES

<i>Network & Server Infrastructure Monitoring / End User Support @ CDHS</i>			
Contact Name	Loni Clark, Sr. Technical Program Manager		
Contract Go-Live	January 2014		
Contact Phone/Email	303-866-3427 loni.clark@state.co.us	Place of Performance	87 Offices Statewide
Types of Projects Managed/Description of Work	<p>Istonish performs and oversees coordinated efforts for the professional support of critical IT infrastructure connecting over every County Department of Human Services (CDHS) office across Colorado. This support includes:</p> <p>24/7/365 Services</p> <ul style="list-style-type: none"> Monitoring/Alerting for statewide server/network infrastructure. Critical and Security Incident Response. Onsite IT rooms, including UPS/router/switches/site servers. <p>8x5 Services</p> <ul style="list-style-type: none"> Service Desk support. General office automation troubleshooting. Asset acquisition, management, inventory, and refresh coordination. <p>Hardware Repair and Service</p> <ul style="list-style-type: none"> Coordination of reseller services for county purchased equipment. Workstation image management. Automated software delivery services. <p>The infrastructure support provided by Istonish to these counties covers all hardware, software, and services that have been previously installed, and that may be installed in the future as part of the support for the CDHS county infrastructure and the Governor’s Office of Information Technology future IT and cybersecurity Strategy.</p>		
<i>Network Architecture, Implementation, & Ongoing Support @ History Colorado Museums</i>			
Contact Name	Loni Clark, Director of Business Technology & Innovation		
Contract Go-Live	July 2022		
Contact Phone/Email	303-866-3427 loni.clark@state.co.us	Place of Performance	8 Offices Statewide
Types of Projects Managed/Description of Work	<p>Istonish was awarded the opportunity to architect, procure, and implement a comprehensive statewide network infrastructure to form the backbone for 7 History Colorado Community Museums across the state. This initiative ensures robust support for the museums' critical IT infrastructure, with an emphasis on enhancing connectivity at remote locations and supporting the museums' vibrant event programming and hosting capability. Our services include:</p> <p>24/7/365 Services</p> <ul style="list-style-type: none"> Proactive Monitoring/Alerting for network infrastructure across all museum sites. 		



	<ul style="list-style-type: none"> • Critical & Security Incident Response to safeguard museum data and IT systems. • Support for IT infrastructure in each museum, including network devices and UPS systems. <p>This project has successfully addressed all previous end-user connectivity challenges and has laid a solid foundation for reliable event support, aligning with the primary objectives to enhance visitor experience and operational efficiency at the community museums. Ongoing support is tailored to adapt to the evolving needs of the museums, incorporating new devices and extending services to additional locations, including the flagship History Colorado Center in downtown Denver. As new technologies are adopted and sites are developed, Istonish's dynamic support structure ensures that the network infrastructure remains cutting-edge, secure, and capable of supporting the museums' mission to enrich the cultural landscape of Colorado.</p>		
Managed IT, End-User Support, and Application Development @ Colorado Parks & Wildlife			
Contact Name	Kirk Teklits, Statewide Business Operations Coordinator		
Contract Go-Live	May 2005 to April 2019 (IT Support) May 2019 (Application Support)		
Contact Phone/Email	303-866-3203 x4349 kirk.teklits@state.co.us	Place of Performance	42 Locations Statewide
Types of Projects Managed/Description of Work	<p>Istonish has been awarded several multi-year IT support and Application Support contracts by Colorado State Parks.</p> <p>The scope of our initial IT Support contract with CPW included:</p> <ul style="list-style-type: none"> • Primary contact for all incoming technology requests, 24/7/365 • Overall responsibility for break/fix, statewide • IMAC functions as they relate to <ul style="list-style-type: none"> ○ Desktop ○ Server ○ Route/Switch Network, WAN, and WAP Support <p>This support was performed in an environment comprised of:</p> <ul style="list-style-type: none"> • >650 infrastructure devices (servers, routers, switches, WAPs, and printers) • >450 client endpoints throughout the State <p>Our most recent contract with CPW (Application Support) includes the continued support and continual improvement of several web and mobile applications used both within State Parks and across 12 western States.</p>		

Table 8 – References



TEAM QUALIFICATIONS AND CERTIFICATIONS

The Authority is set to benefit from a highly qualified and certified technical team brought forth by Istonish. Our commitment to excellence is underscored by our team's comprehensive certifications and years of hands-on experience in the IT industry. The engineers at Istonish hold Fortinet, Cisco, and Microsoft/Azure certifications. These qualifications are not just testaments to our technical proficiency but also our dedication to remaining at the forefront of technology advancements, best practices, and security operations.

To ensure transparency and give EVTA a clear understanding of the expertise they will have access to, we have outlined the years of experience each key technical role brings to the table. This overview demonstrates our team's depth of knowledge and experience, highlighting our capability to meet and exceed the dynamic IT needs of EVTA.

Job Role	Average Experience (Yrs)
Jr. Service Desk Analyst	1-3
Service Desk Supervisor	3-5
Operations Manager	4-6
Jr. Engineer (Net/Sys/Sec)	3-5
Sr. Engineer (Net/Sys/Sec)	4-6

Table 9 – Average Experience by Job Role

This table serves as a snapshot of the collective experience that Istonish team brings to the EVTA project. Our team's diverse skillset and industry-recognized certifications ensure that we are well-equipped to provide comprehensive support, from network management and security to cloud solutions to end-user support.

CONFLICT OF INTEREST DISCLOSURE

This document serves to disclose that Istonish acknowledges the potential for a conflict of interest with regards to the delivery of managed IT services. We hereby affirm that we have made, or will make, a full disclosure of any relationships, holdings, or interests that could potentially result in a conflict of interest. This includes, but is not limited to, personal, financial, or professional interests that may influence, or appear to influence, my judgment or actions involving the company's business decisions or operations.

Istonish is committed to always acting in the best interests of the Eagle Valley Transport Authority, and our personnel agree to recuse themselves from any decisions or discussions where our impartiality might reasonably be questioned due to a potential conflict of interest.

Furthermore, we will comply with all policies and procedures established by EVTA to manage, mitigate, or eliminate conflicts of interest. This includes, if necessary, withdrawing from deliberations or decisions related to any matter where a conflict of interest exists.

This disclosure is made in the interest of transparency and is intended to contribute to maintaining the trust and integrity between Istonish and EVTA.



SERVICE AGREEMENT REDLINES

Istonish has reviewed the Service Agreement and is in general agreement with the language. That said, we appreciate the opportunity to discuss and negotiate on Section 4. (Suspension) to find a mutually protective term in this regard.

BINDING COMMITMENT

By signing this proposal, I, Tom Miller, in my capacity as President of Istonish Inc. (Istonish), hereby affirm that all information provided in this proposal is accurate and true to the best of my knowledge. I am duly authorized to submit this proposal and bind Istonish to the terms and conditions contained herein. I understand that this proposal constitutes a formal offer to provide the services outlined, and if selected, Istonish commits to delivering these services in accordance with the specifications and requirements of the Eagle Valley Transport Authority as detailed in the Request for Proposal (RFP).

This commitment is made in good faith, and Istonish stands ready to enter into a contractual agreement to execute the services proposed, upon selection and in accordance with the terms of negotiation following this proposal's acceptance.

Thomas Miller

Tom Miller, President
Istonish Inc.



SERVICE INCLUSIONS

To directly address Eagle Valley Transport Authority's ongoing IT support needs, Istonish will implement the following solutions. Unless otherwise stated, all fees for services are included with the rates provided in the Pricing section above.

Remote Service Desk

Istonish's service desk will provide reliable and capable handling of technical issues for Eagle Valley Transport Authority personnel 24/7/365. Following are key features of our Remote Service Desk:

- US-based remote endpoint break-fix support.
- Tier 1 & 2 support (24x7).
- Remote desktop assistance.
- Use of IT Service Management (ITSM) ticketing system.
- Call handling platform with skill-based routing & client-specific configurations including custom scripts, virtual hold, voicemail, etc.



End User Computing as a Service

To build upon our remote service desk, Istonish will implement a Remote Management and Monitoring solution for Eagle Valley Transport Authority personnel. The features of this solution include:

- Remote Management & Monitoring.
- Endpoint Detection & Response.
- Monthly patching & reporting.
- Asset management & reporting.

Security Solutions

With the goal of securing each endpoint, infrastructure device, user, and email account in the Eagle Valley Transport Authority environment, the Istonish suite of security solutions includes:

- Remote Management & Monitoring of IT devices.
- Security Operations Center (SOC) as a Service.
- Endpoint Detection and Response (EDR).
- Endpoint encryption.
- Multi-Factor Authentication (MFA) solution.
- Secure Email Gateway service for all Eagle Valley Transport Authority email accounts.
- Web / URL filtering for all personnel.
- Monthly end-user cybersecurity training.
- Policy advisement.

Request & Change Management

Requests initiated by Eagle Valley Transport Authority are submitted to the Istonish Operations Center for review and execution. Customer or Istonish initiated changes:

- The Istonish Change Board meets weekly to review, schedule and approve non-standard changes.
- Schedule for the change will be coordinated with the customer.
- Normal lead time for changes are 7 days.



- Break / fix changes (Incident process) are exempt and performed as needed to restore services.

Endpoint Deployment

As the Eagle Valley Transport Authority team grows, Istonish will image and deliver new endpoints to personnel. Fees for this service are charged per deployed device. This service includes:

- Endpoint Receiving/Logistics (including reclamations).
- Unboxing.
- Imaging.
- Domain integration.
- End-user configuration.
- Application installation.
- Drive encryption.
- New user orientation.

This service also includes endpoint stock management. Istonish recommends keeping a spares inventory appropriate for the environment as the Eagle Valley Transport Authority team grows. This cuts down on delivery times and enables new personnel to be productive as soon as they join your team.

Active Directory as a Service

Istonish will oversee the seamless implementation and ongoing management of a Microsoft Active Directory (AD) system for Eagle Valley Transport Authority personnel. This service will encompass the following key components:

- **Active Directory Deployment:**
Istonish will design and implement the Microsoft Active Directory infrastructure tailored to Eagle Valley Transport Authority' organizational structure and access requirements. This includes setting up domain controllers, organizational units (OUs), user groups, and security policies.
- **User Account Management:**
Istonish will manage user accounts within the Active Directory environment, handling account creation, modification, and deactivation as per Eagle Valley Transport Authority' personnel changes. User access permissions will be assigned based on roles and responsibilities to ensure appropriate data security and access control.
- **Group Policy Management:**
Istonish will configure and maintain Group Policy Objects (GPOs) to enforce security settings, desktop configurations, and other policies across Eagle Valley Transport Authority' endpoints, ensuring a consistent and secure computing environment.
- **Authentication and Single Sign-On (SSO):**
Istonish will implement and manage authentication mechanisms, enabling Eagle Valley Transport Authority personnel to access various IT resources using single sign-on (SSO) credentials, streamlining the login process and enhancing security.
- **Password Management:**
Istonish will enforce password policies, including complexity requirements, expiration periods, and account lockout settings, to bolster the security of user accounts and protect against unauthorized access.
- **Directory Integration:**



Istonish will integrate Microsoft Active Directory with other relevant systems and applications used by Eagle Valley Transport Authority, facilitating centralized user management and access control.

- **Security and Monitoring:**
Istonish will continuously monitor the Active Directory environment for security threats and potential vulnerabilities, promptly responding to any suspicious activities or breaches to maintain a secure IT infrastructure.
- **Backup and Recovery:**
Istonish will leverage the EVTA resources to implement robust backup and recovery strategy for the Active Directory database, ensuring that in the event of data loss or system failure, the Authority's user accounts and configurations can be efficiently restored.
- **Regular Maintenance and Updates:**
Istonish will perform routine maintenance tasks, such as patch management and system updates, to keep the Active Directory environment up-to-date and protected against known security vulnerabilities.

By managing the implementation and ongoing administration of Microsoft Active Directory, Istonish aims to provide Eagle Valley Transport Authority with a reliable and secure directory service, enabling efficient user management, access control, and centralized IT administration.

Management of Microsoft 365 Licenses:

Istonish will take responsibility for managing Microsoft 365 licenses for Eagle Valley Transport Authority, ensuring seamless access to essential productivity tools, including Microsoft Teams, OneDrive, and SharePoint. The following aspects will be covered under this service:

- **License Procurement and Provisioning:**
Istonish will handle the procurement and provisioning of Microsoft 365 licenses on behalf of Eagle Valley Transport Authority. This includes selecting appropriate licensing plans based on Eagle Valley Transport Authority's specific requirements and ensuring licenses are assigned to the relevant users.
- **User License Management:**
Istonish will manage user licenses, monitoring user assignments, and making adjustments as needed to accommodate changes in Eagle Valley Transport Authority's personnel or licensing requirements.
- **Microsoft Teams:**
Istonish will facilitate the setup and configuration of Microsoft Teams for Eagle Valley Transport Authority's users, enabling seamless communication, collaboration, and virtual meetings within the organization. This includes creating Teams channels, managing permissions, and integrating with other Microsoft 365 services.
- **OneDrive for Business:**
Istonish will configure and manage OneDrive for Business for Eagle Valley Transport Authority's personnel, providing secure cloud-based storage for individual users to store, sync, and share files, promoting efficient collaboration and data accessibility.
- **SharePoint Online:**
Istonish will set up and administer SharePoint Online for Eagle Valley Transport Authority, creating team sites, libraries, and lists, facilitating organized content management and collaboration among teams.
- **License Compliance and Reporting:**
Istonish will ensure compliance with Microsoft licensing agreements and provide regular reports to Eagle



Valley Transport Authority on license usage and consumption, helping optimize license allocations and control costs.

- **License Renewal and Upgrades:**
Istonish will monitor license expiration dates and assist with the timely renewal of Microsoft 365 licenses to prevent service interruptions. Additionally, as Eagle Valley Transport Authority' needs evolve, Istonish will provide guidance on license upgrades or changes to meet their evolving requirements.
- **License Optimization:**
Istonish will work closely with Eagle Valley Transport Authority to analyze their usage patterns and provide recommendations for license optimization, ensuring that the organization maximizes the value of its Microsoft 365 subscription.

By managing Microsoft 365 licenses, including Microsoft Teams, OneDrive, and SharePoint, Istonish aims to enable Eagle Valley Transport Authority to leverage the full potential of these productivity tools, promoting efficient collaboration, data management, and communication across the organization.

SERVICE EXCLUSIONS & ASSUMPTIONS

The following services or tasks are not included in our service offering.

- Istonish's services will not include physical on-site support unless specifically requested and agreed upon in advance.
- Unless specifically included in this document, hardware, license, and software procurement costs are the responsibility of Eagle Valley Transport Authority and will be billed separately.
- As the requested shipping times for endpoint deployment inevitably vary, service does not include shipping fees. Istonish will use an Eagle Valley Transport Authority shipping account for the delivery of endpoints.



APPENDIX 1: OBSERVED HOLIDAYS

Istonish will observe the following holiday schedule in the determination of business or after-hours.

Observed Holidays

New Year's Day: January 1

Birthday of Martin Luther King Jr.: Third Monday in January

Washington's Birthday: Third Monday in February

Memorial Day: Last Monday in May

Independence Day: July 4

Labor Day: First Monday in September

Thanksgiving Days: Fourth Thursday and Friday of November

Christmas Day: December 25

Table 10 – Holidays

To: The Eagle Valley Transportation Authority Board

From: Scott Robinson, EVTA Deputy Director

Meeting Date: April 10, 2024

SUBJECT: EVTA Mission & Vision

RECOMMENDED ACTION: Approve EVTA Mission & Vision as presented.

BACKGROUND

In 2023, the Board created a draft of the mission and vision statement for EVTA. As part of the EVTA branding project, which kicked off in February 2024, a new mission and vision were requested that aligned with the brand foundations being created as part of the project.

The heart of an organization is embodied in its mission and vision statements. The mission declares the organization's purpose, outlining what it seeks to achieve, whom it serves, and how it provides value in the present. In contrast, the vision projects a future aspiration, painting a picture of what the organization strives to become or the impact it wishes to make in the long term.

These statements intertwine the organization's core values and aspirations, ensuring every action taken supports the mission and aligns with the vision.

EVTA MISSION STATEMENT

We will provide everyone in Eagle County with user-friendly transportation solutions that are safe, rewarding & reliable.

EVTA VISION STATEMENT

We will become the #1 choice for getting around Eagle County because our services are so outrageously beneficial.

FINANCIAL CONSIDERATIONS: NONE

ATTACHMENTS: NONE

To: The Eagle Valley Transportation Authority Board

From: Aryn Schlichting, EVTA Director of People & Culture

Meeting Date: April 10, 2024

SUBJECT: Grade Structure and Pay Ranges

RECOMMENDED ACTION: Approve 2024 EVTA Grade Structure and Pay Ranges as presented.

BACKGROUND

A well-defined grade structure and associated pay ranges are essential elements in both hiring and maintaining internal as well as external equity within an organization. These structures serve as the foundation for ensuring fairness, consistency, and competitiveness in compensation practices.

Graves Consulting worked with the EVTA Director of People and Culture and utilized the EVTA approved compensation philosophy along with relevant market data to craft a robust and sustainable Grade Structure and Pay Ranges for the EVTA.

STEPS IN THE PROCESS

1. Graves Consulting used data sources in Colorado such as CompAnalyst, Economic Research Institute, current ECO ranges and local competitor data to develop a grade structure and pay ranges that reflects the current market.
2. Ranges were established by leveraging market averages for benchmark positions to determine the mid-point for each grade. Then using an industry standard of a 10% to 15% spread between grades.
3. A review with the People and Culture Director revealed that aligning pay ranges at market will meet our current objectives of attracting and retaining top talent.
4. Positions were then paired within the appropriate range based on market value and level of responsibility. Final steps were to align positions for internal equity.
5. During the process we reengaged with the personnel committee and internal leadership twice to gather feedback and navigate a successful development of a new EVTA grade structure and pay range.

6. Finally, a comprehensive review of pay ranges with the Finance Director was conducted to assess the complete budget impact and enhance the accuracy of our projections for future initiatives.

GRADE STRUCTURE AND PAY RANGES

We are proposing a blended structure, incorporating both a Step Plan for operational positions and Open Range for administrative and management to create the best pay system for a transportation organization. This blended method is prevalent in transportation agencies and unionized environments. By offering employees stability and equity through this hybrid approach, we aim to foster an engaged workforce capable of maintaining service levels effectively.

Step Plan – Operational Positions

This structure consists of predefined pay ranges or ‘steps’ that correspond to different stages of an employee's career within the organization. Used in industries such as transit, public service, education, healthcare, law enforcement, and other roles where there is a clear delineation of career progression based on experience and tenure. This model provides transparency and predictability for employees regarding their salary progression, offering a clear pathway for advancement within the organization.

Open Range - Administrative and Management Positions

This structure is for administrative and management positions and offers a defined minimum and maximum salary boundaries, offering organizations the ability to adjust wages based on factors such as performance and individual qualifications. This plan is advantageous for management and administrative positions because it allows tailored placement within the range based on experience and individual contributions while still maintaining equity.

PROPOSED PLAN IMPLEMENTATION

The proposed pay plan is designed in alignment with the current EVTA organizational chart and will allow the organization to begin posting jobs and hiring with confidence. Some jobs are listed on the Grade Structure as potential positions needed in the future, they are not included in the budget as we are not sure if/when they will be added. While the specifics may be subject to adjustments based on the Director of Transportation's preferences, this framework serves as a solid foundation ensuring competitiveness as we approach the winter season.

Moving forward, the next phase involves working closely with Graves consultants to develop comprehensive Pay Guidelines, Pay Differentials and Hiring Bonuses. These guidelines will outline best practices for recognizing outside experience when hiring staff, annual merit processes, reclassifying positions in response to evolving job scopes or promotions, negotiating salaries, and maintaining a cohesive pay structure year-over-year. This proactive approach aims to maintain transparency and equity in all compensation-related decisions.

FINANCIAL CONSIDERATIONS:

- Initially budgeted at \$8,564,026, the revised figures and adoption of the pay ranges and actual pay data indicate a **new budget of \$8,972,790 for salaries**. This adjustment reflects a more accurate representation of the expenses related to a current 111 FTE count.
 - The primary driver of the increase to budget is the adoption of a new step plan for operators which is meant to engage and retain drivers with growth potential over their career with EVTA. This revised step plan will make our driver positions more attractive, helping us recruit and retain top talent, which will ultimately benefit the EVTA's efficiency and bottom line.
 - In our budgeting considerations, we have ensured that all employees transitioning will not experience pay decreases; they will either maintain or exceed their current pay levels if they stay in the same role.
-

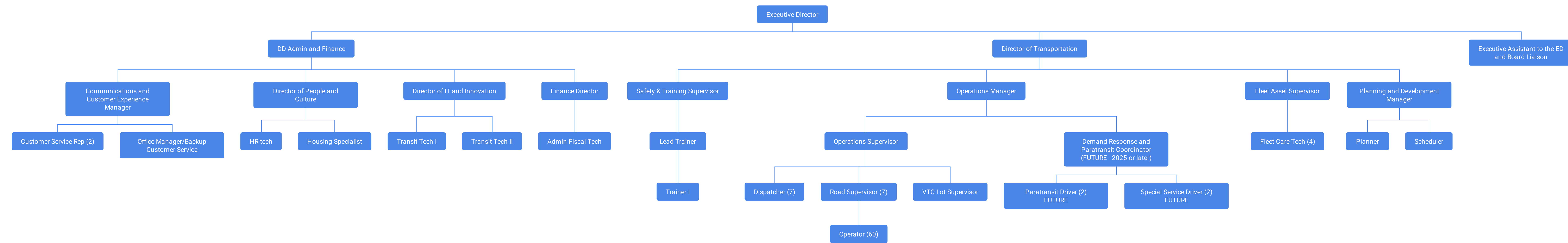
ATTACHMENTS:

1. EVTA Proposed 2024 Grade Structure and Pay Ranges
2. EVTA Organizational Chart

EVTA Administrative & Management Scale							
Job Title	Grade	Annualized			Hourly		
		Min	Mid	Max	Min	Mid	Max
Placeholder	MA11	\$37,447	\$44,000	\$50,553	\$18.00	\$21.15	\$24.30
Customer Service Rep I	MA12	\$41,191	\$48,400	\$55,609	\$19.80	\$23.27	\$26.73
Customer Service Rep II	MA13	\$45,311	\$53,240	\$61,169	\$21.78	\$25.60	\$29.41
Placeholder	MA14	\$49,842	\$58,564	\$67,286	\$23.96	\$28.16	\$32.35
Admin Fiscal Coordinator	MA15	\$53,684	\$64,420	\$75,157	\$25.81	\$30.97	\$36.13
HR Specialist	MA15	\$53,684	\$64,420	\$75,157	\$25.81	\$30.97	\$36.13
Executive Assistant	MA16	\$59,052	\$70,862	\$82,673	\$28.39	\$34.07	\$39.75
Transit IT Technician	MA16	\$59,052	\$70,862	\$82,673	\$28.39	\$34.07	\$39.75
Transit Planner I/Scheduler	MA16	\$59,052	\$70,862	\$82,673	\$28.39	\$34.07	\$39.75
Analyst	MA17	\$64,957	\$77,949	\$90,940	\$31.23	\$37.48	\$43.72
Compliance Officer (Grants)	MA17	\$64,957	\$77,949	\$90,940	\$31.23	\$37.48	\$43.72
Transit Planner II	MA17	\$64,957	\$77,949	\$90,940	\$31.23	\$37.48	\$43.72
Demand Response & Para (Program Manager)	MA18	\$71,453	\$85,744	\$100,034	\$34.35	\$41.22	\$48.09
Fleet Asset Supervisor	MA19	\$78,598	\$94,318	\$110,038	\$37.79	\$45.35	\$52.90
Safety & Training Supervisor	MA19	\$78,598	\$94,318	\$110,038	\$37.79	\$45.35	\$52.90
Operations Supervisor	MA20	\$84,694	\$103,750	\$122,806	\$40.72	\$49.88	\$59.04
Property Manager	MA20	\$84,694	\$103,750	\$122,806	\$40.72	\$49.88	\$59.04
Risk Manager	MA20	\$84,694	\$103,750	\$122,806	\$40.72	\$49.88	\$59.04
Marketing & Communications Manager	MA21	\$93,163	\$114,125	\$135,086	\$44.79	\$54.87	\$64.95
Operations Manager	MA21	\$93,163	\$114,125	\$135,086	\$44.79	\$54.87	\$64.95
Planning & Development Manager	MA21	\$93,163	\$114,125	\$135,086	\$44.79	\$54.87	\$64.95
Placeholder	MA22	\$102,479	\$125,537	\$148,595	\$49.27	\$60.35	\$71.44
Placeholder	MA23	\$112,727	\$138,091	\$163,454	\$54.20	\$66.39	\$78.58
Director of Operations	MA24	\$136,400	\$167,090	\$197,780	\$65.58	\$80.33	\$95.09
Finance Director	MA24	\$124,000	\$151,900	\$179,800	\$59.62	\$73.03	\$86.44
IT Director	MA24	\$112,727	\$138,091	\$163,454	\$54.20	\$66.39	\$78.58
People & Culture Director	MA24	\$124,000	\$151,900	\$179,800	\$59.62	\$73.03	\$86.44
Chief Administrative & Financial Officer/Deputy Director	MA25	\$136,400	\$167,090	\$197,780	\$65.58	\$80.33	\$95.09
Executive Director	MA26	\$150,040	\$183,799	\$217,558	\$72.13	\$88.36	\$104.60
Placeholder	MA27	\$165,044	\$202,179	\$239,314	\$79.35	\$97.20	\$115.05

**EVTA
2024 Proposed Step Structure**

	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Fleet Care Technician	\$53,040	\$54,896	\$56,818	\$58,806	\$60,865	\$62,995	\$65,200	\$67,482	\$69,844	\$72,288	\$74,818
	\$25.50	\$26.39	\$27.32	\$28.27	\$29.26	\$30.29	\$31.35	\$32.44	\$33.58	\$34.75	\$35.97
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
Bus Driver I & II	No CDL	Starts w CDL									
	\$62,400	\$64,584	\$66,844	\$69,184	\$71,605	\$74,112	\$76,706	\$79,390	\$82,169	\$85,045	\$88,021
	\$30.00	\$31.05	\$32.14	\$33.26	\$34.43	\$35.63	\$36.88	\$38.17	\$39.50	\$40.89	\$42.32
		3.00%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
Trainer Lead Trainer	\$68,640	\$71,042	\$73,529	\$76,102	\$78,766	\$81,523	\$84,376	\$87,329	\$90,386	\$93,549	\$96,823
	\$33.00	\$34.16	\$35.35	\$36.59	\$37.87	\$39.19	\$40.57	\$41.99	\$43.45	\$44.98	\$46.55
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
Dispatcher Lot Supervisor Road Supervisor	\$78,936	\$81,699	\$84,558	\$87,518	\$90,581	\$93,751	\$97,032	\$100,429	\$103,944	\$107,582	\$111,347
	\$37.95	\$39.28	\$40.65	\$42.08	\$43.55	\$45.07	\$46.65	\$48.28	\$49.97	\$51.72	\$53.53
		3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%



EVTA DRAFT ORG CHART
 APRIL 1, 2024
 SUBJECT TO CHANGE

To: The Eagle Valley Transportation Authority Board

From: Scott Robinson, EVTA Deputy Director

Meeting Date: April 10, 2024

SUBJECT: Bi-Lingual Incentive Pay Policy

RECOMMENDED ACTION: Approve the Bi-Lingual Incentive Pay Policy as presented.

BACKGROUND

EVTA believes every journey should be an empowering and gratifying experience. With a portion of the community comprised of native Spanish speakers, placing a high priority on increasing the number of Spanish-speaking staff who can directly serve Spanish-speaking community members will enhance efforts toward inclusion. The Authority endeavors to create welcoming transportation experiences staffed by employees who are able to communicate with customers in the customer's native language.

The EVTA compensation philosophy was created based on the Board's innovative strategic plan, which has service-level goals that require substantial growth in front-line staff to meet. The Compensation Philosophy states: 'Attracting, retaining, and engaging great talent is fundamental to achieving success at EVTA. We will be an employer of choice and support our employees by providing a competitive total rewards package and a culture that invests in its people.' Staff are now working to create the policies and procedures needed to accomplish the board's goals.

By adopting a bilingual incentive policy, the Authority will show that it values bi-lingual language skills and compensates skilled employees accordingly. The Authority will also show that it sees value in growing meaningful connections with community members who speak Spanish. Staff have reviewed bilingual incentive pay policies in practice locally and, working with EVTA legal counsel, have drafted the attached policy for board consideration.

Eagle County Government currently offers a Bi-Lingual Incentive Pay program, and in March 2024, 16% of ECO employees received the incentive pay.

If approved, staff will work on an internal SOP to clearly define the processes for which the policy will be administered.

Staff recommends adoption of the Bilingual Incentive Pay Policy effective May 1, 2024, at an additional \$1 an hour for those employees who speak Spanish and English working in positions designated as bi-lingual preferred or required.

FINANCIAL CONSIDERATIONS: The anticipated EVTA org chart has approx 110 positions. Staff estimate the annual cost of this policy to be between \$45,000 and \$57,000, with an assumed growth to 20-25% of EVTA employees qualifying for the incentive pay.

ATTACHMENTS:

1. Bi-Lingual Incentive Pay Policy

EAGLE VALLEY TRANSPORTATION AUTHORITY POLICY

Policy Name:	Bi-Lingual Incentive Pay Policy				
Approval Authority:	Board of Directors	Adopted:	TBD	Last Reviewed:	April 2024
Responsible Administrator:	Director of People & Culture	Revised:	Not Yet Revised		

PURPOSE/AUTHORITY

EVTA’s Board has the authority to promulgate rules, policies, and directives governing the Transportation Authority. The Board has directed staff to build a unique identity and community awareness by delivering services in a welcoming and inclusive manner.

The purpose of this policy is to set guidelines for the implementation of efforts to achieve this directive.

PHILOSOPHY

EVTA believes every journey should be an empowering and gratifying experience. With a portion of the community comprised of native Spanish speakers, placing a high priority on increasing the number of Spanish-speaking staff who can directly serve Spanish-speaking community members will enhance efforts toward inclusion. The Authority endeavors to create welcoming transportation experiences staffed by employees who are able to communicate with customers in the customer’s native language.

EVTA has determined that bi-lingual Spanish-speaking employees have a skill that brings significant value to EVTA and should be compensated accordingly. Therefore, EVTA creates this program for Bilingual Incentive Pay.

Additionally, EVTA desires to offer professional development opportunities to support staff members in developing language skills. EVTA shall focus its efforts primarily on English and Spanish languages. Additional languages found to be critical to service delivery may be added by amendment in the future. EVTA

reserves the right to revise, amend, enhance, or terminate this program within its sole discretion.

EVTA is an equal opportunity employer. The Bilingual Incentive Pay program is open to all applicants and employees regardless of race, national origin, ethnicity, sex, gender identity, age, religion, disability, or any other status. We will make all decisions with respect to inclusion in the program based upon the demonstrated skill and ability of applicants and employees as set forth herein.

POLICY

The Executive Director or their designee is authorized to adopt SOPs to implement and define the processes for administering the policy.

Eligibility Requirements

All requirements must be met.

- All employment types, including full-time, part-time, seasonal, and temporary.
- The employee must be working in a position where bilingual skills are either required or preferred (definitions below).
- The employee has completed and passed the proficiency assessment as part of their pre-employment process (Eagle County Government/ECO Transit employees in such positions who were already receiving the ECO Transit bi-lingual pay incentive and who transition to become EVTA employees in 2024 are grandfathered in and do not need to complete a separate assessment).
- The employee is in good standing and maintains performance expectations.

All positions shall be categorized into three types:

- **Bi-lingual required position** – This category shall include positions where fluency in English and Spanish languages are critical to service delivery and to the completion of job tasks. The positions' job duties require regular and frequent contact with the public (averaging at least 10- 20% of the time or more) or creation of documents/communication that reach the public.
- **Bi-lingual preferred position** – This category of positions includes those in which fluency in English and Spanish languages, while not critical, enhance

service delivery to the community. Not critical for all employees in the same position to be bilingual.

- **No bilingual requirement** – Positions not classified as bilingual required or preferred shall be included in this category.

Pay Practice

- **Bi-lingual preferred or required** – Those positions will receive a \$1 per hour pay incentive.
- The bilingual incentive is built into the pay for those roles and will apply to paid personal leave, paid medical leave, holiday pay, on-call pay, funeral leave, jury duty, voting, or military leave. Please note that the position, not the employee, receives the bilingual designation.
- If the employee leaves that position, they no longer qualify for the bilingual pay unless their new position is also certified as a bilingual position.

Annual Testing Period

Annually, employees who are not receiving the pay differential and are working in a position where skills are required or preferred are eligible to take the proficiency assessment to determine if they meet proficiency to receive the differential. EVTA reserves the right to require an employee receiving the incentive pay to be re-tested at any time.

To: The Eagle Valley Transportation Authority Board

From: Scott Robinson, EVTA Deputy Director & Dave Eickholt, EVTA Treasurer

Meeting Date: 04/10/2024

SUBJECT: Investment Strategy

RECOMMENDED ACTION: Approve resolution 2024-05 for the authority to join CSIP and direct staff to open an account with Colorado State Investment Pool (CSIP) and invest \$5,000,000 in a 12-month deposit.

BACKGROUND:

On April 1, 2024, the board approved a purchase contract for five Gillig hybrid buses. The estimated delivery time is 12-18 months. Upon delivery, payment is due within 30 days of receipt. To maximize returns on available funds, staff have explored several investment options for how the Authority might invest the \$5,000,000 until it is needed.

The Federal Reserve has consistently signaled its intention to lower interest rates in 2024. Given this, staff has focused on fixed-term investment options (12-month deposit options) that lock in a guaranteed return regardless of future market fluctuations from multiple financial institutions.

Multi-Bank Securities, Inc. (MBS) Broker

Most government agencies work with a broker to buy and sell investments such as bonds. MBS has strong relationships with over 30 Colorado government agencies, including multiple in Eagle County. If the Authority chooses to engage with MBS there are no fees for their services. They are paid by the bank separately. MBS offers a proprietary online investment platform, eConnectDirect®. This tool would allow the Authority to easily compare thousands of investment options across a variety of asset classes and submit order requests online.

Colorado State Investment Pool (CSIP)

The Colorado State Investment Pool (CSIP) is a government investment pool similar to our current option, ColoTrust. However, CSIP offers a key advantage: the ability to lock in guaranteed interest rates through various term investments. This additional flexibility

can potentially enhance the Authority's return on investment while establishing a relationship with a broader investment platform for future opportunities.

DISCUSSION:

The Board may choose from the following investment options, with interest rates based on data as of April 5, 2024. Please note that rates may vary.

1. **First Bank:** Invest \$5M with FirstBank at an annual rate of 4% for 12 months (insured by PDPA)
 - a. PROS: Keeps money with our current operating bank, locks in the annual interest rate to guarantee the return regardless of market conditions.
 - b. CONS: Offers the lowest interest rate among the options presented. Penalty applies for early withdrawal.
2. **MBS:** Invest \$5M in bonds brokered by MBS at an annual rate of 5.2% for 12 months (insured by FDIC)
 - a. PROS: Locks in a 5.2% return for 12 months, and establishes a new relationship offering a broader range of future investment options. The investment structure ensures FDIC compliance by maintaining holdings below \$250,000 per bond and diversifying insurance coverage or less to ensure full FDIC protection.
 - b. CONS: MBS offers a lower return compared to CSIP and requires monitoring and reporting on 20 different bonds.
3. **CSIP:** Invest \$5M in a term investment with CSIP at a rate of 5.28% (collateralized by securities on the open market)
 - a. PROS: Locks in an interest rate of 5.28% for 12 months, regardless of market conditions. Invest in highly secure assets like U.S. Treasuries. Creates a new relationship that will provide a larger variety of investment options now and in the future. Follows strict regulations (GASB 79 compliant)
 - b. CONS: Funds are locked in for the 12-month term and cannot be withdrawn prematurely.
4. **ColoTrust:** Transfer \$5M to the Authority's ColoTrust account (collateralized by securities on the open market)

- a. PROS: The average yield for the month of March was 5.45%. Funds are readily available and can be withdrawn without penalty, offering maximum flexibility.
- b. CONS: The interest rate with ColoTrust fluctuates daily and could potentially decrease if the Federal Reserve decides to cut rates, as they have recently signaled. A downward trend has been observed in recent months, with the average monthly yield in our ColoTrust account dropping (January 5.55%, February 5.51%, and March 5.45%).

Staff, in conjunction with the EVTA Treasurer, recommends investing the \$5 million allocated for the hybrid bus purchase with CSIP for a 12-month term. This option offers the highest guaranteed return (5.28%) and establishes a relationship with a new investment provider, potentially leading to broader investment opportunities in the future.

FINANCIAL CONSIDERATIONS:

Staff completed a calculation below to show the estimated difference in return between the options presented above.

	ColoTrust	FirstBank	MBS	CSIP
Deposit Amount	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00
Interest Rate	5.45%	4.00%	5.20%	5.28%
Days to Maturity	N/A (Variable Rate)	365	365	365
Interest Earned	\$280,040.90*	\$204,042.47	\$266,859.21	\$271,073.77

**This calculation assumes the ColoTrust interest rate remains at 5.45%.*

ATTACHMENTS:

- 1) CSIP Membership Resolution

Colorado Statewide Investment Pool

Membership Resolution 2024-05

WHEREAS, Eagle Valley Transportation Authority (“Participant”) desires to join with other Local Governments to pool funds for investment; and

WHEREAS, pursuant to Title 24, Article 75, Part 7, Colorado Revised Statutes, it is lawful for any Local Government to pool any moneys in its treasury, which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments and maximize net interest earnings; and

WHEREAS, the Trust is a statutory trust formed under the laws of the State of Colorado in accordance with the provisions of Parts 6 and 7, Article 75 of Title 24 and Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment and protection of public funds;

NOW, THEREFORE, it is hereby RESOLVED as follows:

1. The Board of Directors of Eagle Valley Transportation Authority hereby approves and adopts, and thereby joins as a Participant with other Local Governments pursuant to Title 24, Article 75, Part 7 of the Colorado Revised Statutes, that certain Indenture of Trust entitled the Colorado Statewide Investment Pool as amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted; and

The undersigned hereby certifies that: Eagle Valley Transportation Authority has enacted:

- This Resolution, or
- Another form of Resolution, a copy of which is enclosed and that such Resolution is a true and correct copy of the original which is in my possession.

Name of Local Government: Eagle Valley Transportation Authority

By: _____
Amy Phillips, Board Chair EVTA

Date: _____

Attest: _____
Tanya Allen, Secretary, EVTA

To: The Eagle Valley Transportation Authority Board

From: Tanya Allen, Executive Director, EVTA

Meeting Date: 04/10/2024

SUBJECT: Town of Avon Low-No Grant Letter of Support

RECOMMENDED ACTION: Approve the Town of Avon Low-No Grant Letter of support.

BACKGROUND:

The Town of Avon has requested a letter of support for an FTA Low or No emission grant application to purchase two 35' Gillig battery electric buses. Staff have presented the attached letter for board consideration.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

1. Town of Avon Low-No Letter of Support



April 10, 2024

Ms. Veronica Vanterpool
Office of the Administrator
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

Dear Acting Administrator Vanterpool,

Please accept this letter of support from the Eagle Valley Transportation Authority (EVTA) for the Town of Avon's submission for an FTA Low-No Emission grant to replace two diesel buses with two 35' Gillig electric buses and corresponding charging infrastructure.

As the regional transportation provider in Eagle County, the EVTA benefits from additional investments in local transportation by our member communities that contribute to the overall effectiveness of our regional system. Avon Transit is a year-round, fare-free, ADA accessible public transportation system offering fixed route service throughout the town daily from 6:30 a.m. to 10 p.m. It improves local circulation and provides efficient first and last mile connections to our regional service. It provides an invaluable service to all, including many minority and low-income community members

These will be the Town of Avon's 4th and 5th all electric buses and represent another step in their plan to be an all-electric Transit Operation by 2035. Replacing aging diesel vehicles will improve air quality and help the Town meet their 2016 Climate Action Plan Goal of reducing GHG emissions 80% by 2050. Our health is impacted by where we live, work, and play. Reducing air pollution and enhancing air quality is crucial for a vital community.

Avon Transit is a critical component of our regional transit system that supports economic vitality and quality of life for all residents and visitors. We encourage your thoughtful consideration and approval of the Town of Avon's request.

Sincerely,

Amy Cramer Phillips

Chair, EVTA Board of Directors

To: The Eagle Valley Transportation Authority Board
From: Tanya Allen, EVTA Executive Director

Meeting Date: 04/10/2024

SUBJECT: Capitol GCS Contract Amendment

RECOMMENDED ACTIONS:

- 1) Approve the proposed amendment to our contract with Capitol GCS for On-call Transportation Management Consulting Services, including an allocation of up to \$150,000 to allow for assistance with Project Management related to the 10-Year Transit Development and Capital Plan.

BACKGROUND:

EVTA executed a single-source contract with transportation management consulting firm Capitol GCS in June of 2023 for \$75,000 worth of services. To date, we have allocated \$67,500 to projects either already completed or underway. These projects have included development of our 2024 budget and chart of accounts and assistance with the 10-Year Transit Development and Capital Plan procurement process.

We are requesting an extension of the contract and additional budget to continue using Capitol GCS for up to an additional 12 months to assist with additional tasks including Project Management for the 10-year Transit Development and Capital Plan, for which we will be proposing a contract award at our next meeting. Capitol GCS has identified a highly-experienced planner to assist EVTA with managing the project. We anticipate using them as the primary PM at the outset, then transitioning responsibility to EVTA planning staff once we have them on board. Our agreement with Capitol GCS is configured so that each project is governed by a Work Authorization signed by both parties including a not-to-exceed amount for certain tasks. This will allow us to use them as much, or as little, as necessary.

Using Capital GCS will allow us to launch the project quickly and keep it on-time and on-track during the ECO to EVTA transition. We are currently advertising for our Planning Manager but it may take time to identify and onboard the right individual. EVTA will

benefit from having access to outside expertise and additional flexibility with respect to when and how we fill the permanent position.

FINANCIAL CONSIDERATIONS:

There is currently \$700k in the 2024 budget for transportation planning consulting assistance.

ATTACHMENTS:

1. Capitol GCS Contract Amendment
2. Original Capitol GCS contract
3. Rohan Koruppu resume

**THE FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR
ON-CALL TRANSPORTATION CONSULTING SERVICES**

THIS FIRST AMENDMENT TO MASTER SERVICES AGREEMENT FOR ON-CALL TRANSPORTATION CONSULTING SERVICES (“First Amendment”) is entered into this 10th day of April, 2024 (“Effective Date”) by and between the **EAGLE VALLEY TRANSPORTATION AUTHORITY** (“Authority”), whose mailing address is c/o ECO Transit, P.O. Box 1070, Gypsum, Colorado 81637, and **CAPITOL GOVERNMENT CONTRACT SPECIALISTS**, a California stock corporation (“Consultant”) whose mailing address is 4199 Campus Drive, Ste. 550, Irvine, California 92612. Authority and Consultant are sometimes referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Authority and the Consultant previously entered into that Master Services Agreement For On-Call Transportation Consulting Services dated August 3, 2023 (“Agreement”) for a ten-month term; and

WHEREAS, the Authority and the Consultant desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Amendment of Section 2(a). Term; Time of Commencement and Completion of Services.** Section 2(a) is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on the Effective Date and expire on June 30, 2025, unless terminated earlier as provided herein.

2. **Amendment of Section 5. Compensation.** Section 5 is hereby deleted in its entirety and replaced with the following:

The Authority shall pay the Consultant for the performance of services in the amount set forth in the applicable Work Authorization; provided, however, that total compensation paid to the Consultant pursuant to all Work Authorizations issued hereunder, if any, shall not exceed \$150,000 without prior written authorization of the Authority. Reasonable costs incurred by Consultant as a direct result of providing the services, such as travel, lodging, meals, reproduction, communication and outside services, will be reimbursed by the Authority at cost, unless otherwise provided in the Work Authorization. The Authority shall provide no benefits to Consultant other than the compensation

stated above. The Consultant shall bill its charges to the Authority periodically, but no more frequently than once a month.

3. **Reaffirmance of Agreement.** Upon execution of this First Amendment by both Parties, the Agreement shall remain in full force and effect, except as amended by this First Amendment.
4. **Miscellaneous.** In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control. The Agreement as amended by this First Amendment, shall constitute the complete and entire agreement among the Parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement, as of the Effective Date.

AUTHORITY:

**EAGLE VALLEY TRANSPORTATION
AUTHORITY**

By: _____
Amy Phillips, Chair

CONSULTANT:

**CAPITOL GOVERNMENT CONTRACT
SPECIALISTS, a California stock
corporation**

By: _____

**MASTER SERVICES AGREEMENT
FOR ON-CALL TRANSPORTATION CONSULTING SERVICES**

THIS MASTER SERVICES AGREEMENT FOR ON-CALL TRANSPORTATION CONSULTING SERVICES (“Agreement”) is made and entered into as of ~~Click on~~ 8/3/23 a date. (the “Effective Date”) by and between the **EAGLE VALLEY TRANSPORTATION AUTHORITY** (“Authority”), whose mailing address is c/o ECO Transit, P.O. Box 1070, 3289 Cooley Mesa Rd, Gypsum, Colorado 81637, and **CAPITOL GOVERNMENT CONTRACT SPECIALISTS**, a California stock corporation (“Consultant”), whose mailing address is 4199 Campus Drive, Ste. 550, Irvine, CA 92612. The Authority and the Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the Authority is a public, regional transportation provider seeking the services of a professional transportation consultant to provide services on an on-call, case-by-case basis; and

WHEREAS, the Consultant provides services in areas such as transportation master plan development, grant application development, acquisition planning, financial system management, bus / rail operations, rolling stock maintenance planning, and Zero Emission Bus Implementation Plan development; and

WHEREAS, the Authority and the Consultant desire to enter into this Agreement to provide such on-call, transportation consulting services on the terms and conditions set forth herein.

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

1. Work Authorizations; Scope of Services.

(a) The Consultant agrees to provide professional transportation consulting services as set forth in any and all “Work Authorizations” issued by the Authority in its sole discretion and executed by the Parties (“Scope of Services”). Work Authorizations shall be substantially in the form attached hereto as **Exhibit A** and shall be subject to and made a part of this Agreement as if fully set forth herein. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a provision in any Work Authorization, the provision in the body of this Agreement shall control. **By entering into this Agreement, the Authority does not represent or guarantee that any Work Authorizations will be entered into with the Consultant. The Consultant**

acknowledges and agrees that this Agreement, and any Work Authorizations entered into hereunder, are non-exclusive.

2. Term; Time of Commencement and Completion of Services.

(a) The term of this Agreement shall commence on the Effective Date and expire on 6/30/2024, unless terminated earlier as provided herein.

(b) Upon expiration or termination of this Agreement, any and all outstanding Work Authorizations shall automatically terminate, and the Consultant shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Consultant's obligations under this Agreement. The Consultant agrees that such payment shall be the Consultant's sole right and remedy for such termination.

(c) The Scope of Services shall be initiated and completed in accordance with the deadlines set forth in the applicable Work Authorization. Any modifications to such deadlines must be agreed upon in writing by the Parties prior to the applicable deadline. Under no circumstances shall the Consultant commence services on a particular project before a Work Authorization has been executed by both Parties. The Consultant acknowledges and agrees that the Authority shall not be liable for payment of services performed prior to full execution of a Work Authorization.

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

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Authority may, at its convenience, suspend the services of the Consultant by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the Authority 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 Authority Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Consultant's receipt of the notice of suspension, the Consultant may terminate this Agreement by providing the Authority with written notice of termination. Upon the Authority's receipt of such notice of termination from Consultant, this Agreement will be deemed terminated.

5. Compensation. The Authority shall pay the Consultant for the performance of services in the amount set forth in the applicable Work Authorization; provided, however, that total compensation paid to the Consultant pursuant to all Work Authorizations issued hereunder, if any, shall not exceed \$ 75,000 without prior written authorization of the Authority. Reasonable costs incurred by Consultant as a direct result of providing the services, such as travel, lodging, meals, reproduction, communication and outside services, will be reimbursed by the Authority at cost, unless otherwise provided in the Work Authorization. The Authority shall provide no benefits to Consultant other than the compensation stated above. The Consultant shall bill its charges to the Authority periodically, but no more frequently than once a month.

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

(a) The Consultant is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Authority in accordance with Section 12 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and the applicable Work Authorization. The Authority will pay for any portion of the services performed in conformance with this Agreement and the applicable Work Authorization.

(c) The Consultant has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Section 9 (Assignment), for which the Authority has made payments to the Consultant.

(d) The Consultant performed services without prior written authorization of the Authority in accordance with this Agreement.

7. Authority Representative. The Authority will designate its project representative in each Work Authorization (the "Authority Representative"), who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services to be provided under such Work Authorization. All requests for contract interpretations, change orders, and other clarification or instruction with respect to such Work Authorization shall be directed to the Authority Representative.

8. Independent Contractor. The Consultant agrees that the services to be performed by Consultant are those of an independent contractor and not of an employee of the Authority. **The Consultant is obligated to pay federal and state income tax on any**

moneys earned pursuant to this Agreement. Neither the Consultant nor its employees, if any, are entitled to workers' compensation benefits from the Authority for the performance of the services described in this Agreement.

9. Assignment. The Consultant shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Authority, which may be granted or denied in Authority's sole discretion.

10. Standard of Care. The Consultant shall perform the services hereunder pursuant to the professional standard of care in Colorado for the professional services provided by the Consultant.

11. Corrections to Work. The Consultant shall correct any errors or deficiencies in the Consultant's services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by the Authority. The Authority's approval of the Consultant's services shall not diminish or release the Consultant's duties or obligations hereunder, since the Authority is ultimately relying upon the Consultant's skill and knowledge to perform the Scope of Services. The obligations contained in this Section 11 shall survive for a period of two (2) years following completion of the applicable Work Authorization or termination or expiration of this Agreement, whichever occurs first.

12. Insurance.

(a) During the term of this Agreement, the Consultant 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 Consultant 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;

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Consultant's services under this

Agreement with a limit of at least \$1,000,000 combined per accident for bodily injury and property damage; and

(v) Professional liability insurance with limits of at least \$2,000,000 per claim and \$2,000,000 aggregate.

(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 Authority and the Authority'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 for a period of two (2) years; and (ii) automobile liability policy.

(e) The Consultant shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Authority, 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 Authority and its directors, officers, agents, and employees. Any insurance maintained by the Authority and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Consultant's insurance.

(g) Prior to commencement of performance, the Consultant shall provide certificates of insurance satisfactory to the Authority that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Consultant agrees that, until the Authority is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Authority. The Consultant will provide the Authority 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 Authority to require Certificates of Insurance or to identify a deficiency in coverage shall not relieve the Consultant of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Consultant shall require each subcontractor and/or third-party performing work for the Consultant related to the Scope of Services to purchase and maintain insurance of the types and with policy limits no less than those required of Consultant under this Section 12. All general liability policies

carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Consultant, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) 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 Authority, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Authority no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Consultant shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 12 and provide Certificates of Insurance evidencing the same to the Authority. Notwithstanding the provisions contained in Section 16 (Remedies), if the Consultant fails to procure the required insurance or provide the Authority with Certificates of Insurance within the timeframe provided, the Authority may terminate or suspend this Agreement upon written notice to the Consultant.

13. Compliance with Laws. The Consultant 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, certification, and registration requirements.

14. Acceptance Not Waiver. The Authority'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 Authority under this Agreement.

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

16. Remedies. Except as provided in Section 12(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.

17. Indemnification; No Waiver of Liability or Immunity. The Consultant agrees to indemnify, defend, and hold harmless the Authority and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Consultant's performance of the Scope of Services. As part of this obligation, the Consultant shall compensate the Authority for the time, if any, spent by

its legal counsel in connection with such claims or actions. The Consultant's obligations under this Section 17 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. **Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Authority does not agree to defend, indemnify, or hold harmless the Consultant or waive or limit the Consultant's liability (either by type of liability or amount).** The Authority 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 Authority or its officers or employees.

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

19. Amendment. No amendment or modification of this Agreement or any Work Authorization shall be binding upon the Parties unless the same is in writing and approved by the duly authorized representatives of each Party.

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

21. Severability. In the event any term or condition of this Agreement is 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 Authority'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 Board of Directors of the Authority.

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

verification or adaptation by the Consultant for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates, permitted subcontractors, or consultants.

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

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 mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

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.

[Remainder of Page Intentionally Left Blank]

OWNER:

**EAGLE VALLEY TRANSPORTATION
AUTHORITY**

By: 

Name: Amy Phillips

Title: EVTA Board Chair

Date: 8/3/23

CONSULTANT:

**CAPITOL GOVERNMENT CONTRACT
SPECIALISTS, a California stock corporation**

By: Anthony Thomas Talarico

Digitally signed by Anthony Thomas
Talarico
Date: 2023.07.28 16:27:18 -07'00'

Name: Anthony Thomas Talarico

Title: Chief Operating Officer

Date: 07/28/23

EXHIBIT A

FORM OF WORK AUTHORIZATION

WORK AUTHORIZATION

[Name of Project]

This Work Authorization is subject to the terms and conditions set forth in the Master Services Agreement for On-Call Transportation Consulting Services dated as of [Date] (the "Agreement") by and between the **EAGLE VALLEY TRANSPORTATION AUTHORITY** and **CAPITOL GOVERNMENT CONTRACT SPECIALISTS**, a California stock corporation.

All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Agreement.

1. Scope of Services: [Add detailed description of services to be performed.]
2. Performance Deadlines:
 - (a) Services shall be initiated no later than: [Date]
 - (b) Services shall be completed no later than: [Date]
3. Compensation: [Add basis of compensation: hourly rate; flat fee]
4. Authority Representative: [Name]

AUTHORITY:

**EAGLE VALLEY
TRANSPORTATION AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

**CAPITOL GOVERNMENT
CONTRACT SPECIALISTS, a
California stock corporation**

By: _____
Name: _____
Title: _____
Date: _____



ROHAN KURUPPU

Transit Executive Bench Consultant

CAREER SUMMARY:

A well-rounded transportation planning professional with over 30 years of experience collaboratively developing strategic plans, planning and deploying award-winning transit/mobility services, designing and delivering innovative capital improvement projects, developing financial resources to implement them and leading top transportation agencies.

PROFESSIONAL EXPERIENCE:

CAPITOL GOVERNMENT CONTRACT SPECIALISTS

Senior Transit Consultant:

2019 - PRESENT

Responsibilities include:

- Management Services, Strategic Planning, Long/Short Range Planning, Project Funding, Project Management, Development Services/Construction Project Management and Oversight and Urban/Micro Farms.

RIVERSIDE TRANSIT AGENCY

Director of Planning:

2014 - 2019

The Riverside Transit Agency (RTA) is the main transit agency for western Riverside County, California. Planned, financed, and implemented Riverside Transit Agency's (RTA's) CommuterLink - express bus service between San Bernardino and Disneyland on the newly constructed 91 freeway toll lanes in 2018. The success of this transit service earned the rank of three finalists to receive California Transportation Foundation's – Transit/Rail Project of the Year award. Responsibilities included:

- Strategic Planning, Short Range Planning and Long/Short Range Planning
- Grants & Financial Planning
- Infrastructure planning, development, and construction
- Service and operations planning

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

Director of Planning and Communications:

2013 - 2014

The Livermore Amador Valley Transit Authority (LAVTA) is a public agency committed to providing the Tri-Valley community with equal access to a variety of safe, secure, reliable public transportation choices. Responsibilities included:

- Strategic Planning, Short Range Planning and Long/Short Range Planning
- Marketing and communications
- Infrastructure planning, development, and construction
- Service and operations planning

OMNITRANS

Director Planning/Development Services; Planning Manager:

1991 - 2013

Omnitrans is the largest transit operator in San Bernardino County, CA. It has a fleet of 160 buses and 102 paratransit vehicles with 900 personnel, an operating budget of \$72.5 million, and a capital budget of \$15 to \$29 million annually.

Responsibilities included:

- Assisted the CEO/GM and acting CEO/GM
- Strategic Planning, Short Range Planning and Long/Short Range Planning
- Grants & Financial Planning
- Infrastructure planning, development, and construction
- Service and operations planning

EDUCATION:

California State University, San Bernardino

- Master of Arts, Public Administration

San Bernardino Valley College

- Associate of Science, Electrical Engineering

California State University, San Bernardino

- Bachelor of Arts, Political Science

To: The Eagle Valley Transportation Authority Board

From: Tanya Allen, EVTA Executive Director

Kathryn Winn, EVTA Legal Counsel

Meeting Date: 04/10/2024

SUBJECT: ECO Transit Transition Item: Assuming Responsibility for Eagle County's Third-Party Maintenance Contracts

RECOMMENDED ACTIONS: Motion to authorize EVTA to assume a vehicle maintenance contract from Eagle County at the time EVTA takes ownership of vehicles from the County, with an anticipated fiscal impact of approximately \$1.6 million.

BACKGROUND:

Eagle County is considering executing third-party maintenance contracts to assist with maintenance of ECO Transit fleet vehicles. The intent is to improve fleet condition and readiness in support of the EVTA's planned transit expansion. The expectation is that these contracts will be held by Eagle County until vehicles are under EVTA ownership with appropriate property and liability coverage. Eagle County is willing to finalize these contracts on the condition the EVTA Board acknowledges and accepts that these contracts will include a clause assigning them to EVTA upon the transition, including all financial obligations.

Eagle County solicited bids via a verbal request for quote process that resulted in 2 bids. These bids were evaluated for quality and value by a panel that included EVTA staff. The current contract under consideration is with Transdev for the maintenance of up to 20 vehicles for 12 months (July 1- June 30), at a not-to-exceed amount that is expected to be \$1.6m. EVTA legal counsel has reviewed the agreement to ensure it meets EVTA standards.

Our expectation is that this and other relevant ECO Transit contracts will be assigned to EVTA via a formal Board action in advance of the August 4 transition date.

Interim maintenance agreements will relieve the overburdened Eagle County Fleet Department and support planned service expansion in the midst of our organizational transition. EVTA staff are planning to issue a full RFP for maintenance services in 2025.

FINANCIAL CONSIDERATIONS:

There is currently \$1,039,395 in the 2024 EVTA budget to cover vehicle maintenance costs. This includes Eagle County's estimate for maintaining the full fleet (based on previous ECO transit service levels) and additional maintenance costs assigned to leased SP+ buses. We are requesting an updated figure from Eagle County based on adjusted obligations. We do anticipate needing to request an increase to the overall maintenance budget during our supplemental process given the overall increase in maintenance service hours that are required to support our service plan. Updated information will be available in advance of contract assignment.

ATTACHMENTS:

None

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 – April 2024

Meeting Date: 4/10/2024

PEOPLE & CULTURE REPORT

Staffing

Currently, we are amid two recruitment processes for the positions of Director of Transportation and Marketing, Communication, and Customer Service Manager. The Director of Transportation has received 14 candidates. We expect interviews to occur throughout the month of April. We have also communicated the EVTA organizational chart and hiring timeline to the existing ECO staff, marking August 4, 2024, as the official transition date.

HRIS/Payroll System

We have selected Paylocity for our HRIS & Payroll system and will begin building out the new system. Full implementation of the system will take up to 8 weeks. Key criteria for our HRIS encompasses reliability, mobile accessibility, and data collection for informed decision-making. HRIS systems are the central hub, streamlining tasks like job applications, record keeping, payroll management, performance assessment, scheduling, training administration, and feedback collection from employees.

Compensation Structure

In collaboration with Graves Consulting, EVTA leadership, and ECO internal staff, we have finalized the compensation framework (salary ranges and grades). This ensures that we establish an equitable pay structure that allows us to attract and retain employees at the EVTA. The finalized plan is scheduled for presentation at the April Board meeting for review and consideration.

Comprehensive Insurance

Selecting and budgeting for insurance (medical, dental, vision, short/long term disability, workers compensation and life) continue to be a priority. Currently we are awaiting 3 different estimates with varying coverage and costs.

Employee Engagement

Establishing an empowered employee culture is crucial for our success while learning from the current organization. We recently attended ECO Staff meetings to share EVTA updates in person and launched a pulse survey to gather quick insights. This meets our communication goals for the launch and supports our People Strategy around continuous improvement guided by feedback from staff at all levels. Survey results emphasized pay & benefits, community impact, positive culture and housing as key drivers for attracting and retaining staff. Notably, kindness, safety, and patience were highlighted as critical elements for operator success as we continue to hire.

FINANCE REPORT

Sales Tax Returns

For the month of **March**, we are reporting EVTA's sales collections of \$ **1,530,855.67**. This represents a **YTD** percentage of **23.60%** (based on actual collections through March compared to the projected annual EVTA sales tax revenue of \$12,750,955. This figure is based on actual data received from the Colorado Department of Revenue.

Filing Period	Month Earned	2024
February	January	1,472,487.67
March	February	1,530,855.67
TOTAL		3,003,343.34

2024 Budget	\$Difference vs. Budget	YTD % of Budget
\$12,750,955.00	\$(9,747,611.66)	23.6%

2023 Audit (Ongoing):

The Finance Team has been actively involved in the 2023 audit process with Haynie & Company, our independent auditing firm, to complete the audit of EVTA's financial statements for fiscal year 2023. This critical process ensures the accuracy and completeness of our financial reporting. We are committed to transparency and maintaining strong financial controls. We will keep you updated on the progress of the audit and share the final report once it becomes available.

Enterprise Resource Planning (ERP) Software Implementation:

We are currently in the initial discovery phase with potential ERP software vendors. This phase involves understanding our specific business needs and evaluating the capabilities of different vendors' solutions. Vendor demos are scheduled for the week of April 16th, which will allow us to see the software in action and ask detailed questions.

Implementation is estimated to take 8-9 months. This will involve data migration, system configuration, user training, and go-live support to ensure a smooth transition. We will keep the Board updated on our progress throughout the selection and implementation process.

Accounts Payable (AP) and Purchasing Card Reconciliation Process Improvement:

We are actively working to streamline the AP process to ensure the accuracy of cash flow projections and compliance with our purchasing card policy. We'll establish clear guidelines for invoice approval, coding, and payment authorization, minimizing errors and delays. We're establishing a system for reconciling credit card statements with purchasing card transactions. This will ensure adherence to our established purchasing card policy, which aligns with the **Business Expense Policy**.

Budget Forecast Update

The finance team is advancing with the FY24 budget forecast for EVTA. Despite delays in finalization caused by competing priorities and to ensure a comprehensive forecast, we are actively collecting additional data from ECO transit operations and considering potential future expenses not currently budgeted for EVTA. We expect to have a complete and well-informed budget forecast ready for your review and presentation at the May board meeting.

MARKETING & COMMUNICATIONS REPORT

Branding Project Update:

The Branding Project has completed some major milestones. The brand foundations have been presented and approved by the creative review team. Hyfyve is now working on taglines and logo design while also crafting our key messaging statements. The project is still on-time and on-budget.

Marketing Position Update: The marketing, communications, and customer experience manager position was posted in March, and initial interviews were conducted the first week of April. We had ten applicants. Staff are planning to make an offer within the next week.

New Website Build:

I'm pleased to report our new website has been transitioned from the testing site to the live site. In order to ensure transparency for the April 10 board meeting staff will migrate the evta.org domain to the new site after the board meeting to allow proper time for testing before another public notice is required on the site. The new website has a few improvements but mostly the same content as the old site. Once the new marketing position starts they will work to build out more information on the site.

Media coverage of EVTA:

- [3 ECO Transit routes will be fare-free this summer, with a catch | VailDaily.com](#)
- [Allen: A tribute to the everyday heroes who operate our buses | VailDaily.com](#)
- [Eagle County, regional transit authority ink deal for 5 hybrid buses | VailDaily.com](#)

INNOVATION & IT REPORT

We have completed the review of all proposals for the Managed Service Provider (MSP) RFP. We have selected an MSP that provides all the services and support that our transit agency requires. Next steps include contracting with the vendor and requesting approval from the board. This project is on schedule to deliver the setup of our technology network and the onboarding of endpoints in time for the transition from ECO Transit to EVTA.

Our cyber insurance policy has been signed by the Executive Director. This is important to the security of our data and technology as we transition to our MSP and more secure environment.

I'm working on transition plans and scheduling with Scott Lingle (Eagle County IT). Our goal is to ensure that the August cutover to EVTA is not negatively impacted by technology. We are evaluating all our systems so that operations can continue as expected.

Intelligent Transit Systems (ITS) components are being installed this month on 9 new or leased buses. The installation includes video surveillance, GPS, communications, Auto Passenger Counting (APC) and other ITS hardware and software.

DEPUTY DIRECTOR REPORT

ECO and EVTA admin staff have started planning for the May 29th bus Roadeo at the MSC Facility in Gypsum. Staff would like to extend an invite to all EVTA board members to join the fun!

The progress being made by the EVTA related to what we call 'building our house' and creating and executing the transition plan has started to accelerate. I want to take a moment to acknowledge and recognize all the small and big wins we've had so far.

1. Aryn procured an HRIS system, and the contract was signed in March. This software is vital to the authority's day-to-day operations. The next step is implementation!
2. Lance has worked through a complex IT transition plan and completed a successful procurement process for a Managed Service Provider. These services are vital to the authority's day-to-day operations. The next step is implementation!
3. Tanya released an RFP for a 10-year transit plan. She is finalizing consultant selection and will be bringing a contract for board approval at the next meeting. The project is expected to kick off in June.
4. Our board approved a compensation philosophy giving staff the direction needed to make the EVTA an employer of choice. They then approved a retirement plan with CRA, another vital piece to daily operations for the Authority!
5. Our board approved the very first large capital investment in April for the purchase of five new hybrid buses.
6. Our winter season schedule included many firsts and is coming to a close next month with increased ridership and reliability.
7. The board approved a summer schedule that includes increased route frequency, fulfilling the fare-free zone promised to voters, and adding value for residents of Eagle and Dotsero.
8. Staff have successfully hired and onboarded four new EVTA staff in 2024 and are currently in the recruitment process for many more key positions.
9. The transition project has officially kicked off and is already making progress. Most importantly, a date of August 4 was mutually agreed upon by both organizations.
10. EVTA staff created a phased approach for how ECO employees will become EVTA employees and have communicated that with ECO staff.
11. Ursula has created processes for handling AP and credit card reconciliation internally and is now working towards an internal monthly financial process.
12. Staff, alongside the board treasurer, continue to diversify investment opportunities to ensure we are being proper stewards of taxpayer money.
13. Our new branding project is on time and on budget. Most importantly, it is meeting our expectations!
14. We have a new website which is hosted and supported free of charge thanks to the State of Colorado.
15. We continue to tell our story with 2-4 earned media stories per month in the Vail

Daily.

16. Staff completed a procurement process for the Authority's insurance broker and have already successfully bound Cyber Insurance. Next up, health insurance and property & liability.

Cheers to the EVTA board, staff, and partners on all of this progress in just the last 5 months!

EXECUTIVE DIRECTOR REPORT

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
1. Build EVTA's organizational structure and culture	<ul style="list-style-type: none"> ◆ Interviewing for additional EVTA positions (Transportation Director, Marketing and Customer Experience Manager) ◆ Created compensation philosophy, pay structures, and high-level staffing plan ◆ Building financial policies and researching ERP systems 	<ul style="list-style-type: none"> ◆ Finalize health insurance provider ◆ Finalize property and liability insurance coverage ◆ Review Planning and Development Manager applicants
2. Take action on transportation improvements	<ul style="list-style-type: none"> ◆ EVTA finalizing purchase of 5 vehicles with funds transferred from ECG ◆ ECG finalizing maintenance contract, including clause to transfer contract to EVTA ◆ ECG finalizing lease of 3 additional vehicles, including clause to transfer leases to EVTA 	<ul style="list-style-type: none"> ◆ Fare-free service zone and service expansion beginning May 19.
3. Plan for the region's transportation future	<ul style="list-style-type: none"> ◆ 10 year plan consultant selection and contract execution. 	<ul style="list-style-type: none"> ◆ Planning Project Kickoff

<p>4. Transition ECO Transit's operations</p>	<ul style="list-style-type: none"> ◆Regular transition meetings with monthly progress updates to the Board. ◆Communication with current ECO staff regarding proposed hiring process and timelines. 	<ul style="list-style-type: none"> ◆Legal and financial agreement drafts for lease of space, vehicle maintenance, and financial transfers prepared for board adoption. ◆Posting of EVTA alignment phase job opportunities.
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EVTA/ECO Transit Transition Project

Overall: With the growing EVTA management team and the establishment of the transition project management infrastructure, the Transition Program is gaining traction and speed through clear priorities, coordinated efforts and focus. We have established August 4th as the target for our “Day 1” of full EVTA operations.

Accomplished Prior Month:

- Established & launched the team structure to drive transition:
 - Launched Project Management Office (PMO)
 - EVTA contractor hired & onboarded.
 - Partnering with ECG project manager.
 - Created coordinated, shared document repository (google drive) to ensure communication & facilitate efficiency.
 - Launched team-based “Task Force” structure to drive shared responsibility and accountability
 - 5 Teams: Leadership, Finance, HR, IT, Legal, & Operations
 - Leadership meeting twice per month to review issues/blockers, make decisions, & drive progress
 - Task Force meeting twice per month to drive priorities, communication & coordination
 - Functional teams meeting regularly based on each teams’ need.
- Aligned agencies on target date for “DAY 1” – August 4th , including:
 - specifying definition of success
 - clarifying “must-have” requirements
- Resolved multiple, critical operational contracts
 - Summer 2024 service expansion: hiring & 3-bus lease
 - 2025 5-bus purchase
 - Maintenance facility lease (Transdev)
 - Funding agreement between agencies
- Payroll system selected (Paylocity)

Planned Next Month:

- Finalize MSC Lease agreement & plan for IT buildout of EVTA space
- Draft “Day1” staffing plan
- Approval of compensation plan (Grades & Pay Ranges) by EVTA Board
- Draft change management & communications plan for transition period
- Establish parameters of revenue-sharing agreement with ECG

Items for Board Attention:

- As the we get closer to the EVTA-ECO transition, there will be an increase in the number of board-review items and an increase in the need for rapid turnaround of approvals. Board leadership & EVTA management will need to establish a structure to allow for strong oversight as well as rapid decision-making and approvals.

Highway 6 Ped Safety

EVTA Staff are drafting a letter to CDOT regarding operational implications of proposed adjustments to bus routing on Highway 6. We are planning a session focused on Highway 6 pedestrian safety issues at the May meeting.

Planned Future Topics

May:

- Award of contract for Transit Development Plan
- Award of contract for Health Insurance Provider
- Property and Liability Insurance contracts
- ECO Transit quarterly update
- CDOT Highway 6 Ped Safety
- IT service agreements

June:

- Insurance contracts
- Transition Project Update
- Title VI, ADA, and Drug and Alcohol Policy Adoption
- Employee Handbook
- FY23 Audit adoption

July:

- Quarterly Budget Forecast Update
- Transition IGAs with Eagle County

ECO Transit Operations Update

April 2024

ECO Transit Update - Ridership

Total System Ridership

- Preceding month (March 2024) 148,369
- Same month last year (March 2023) 117,636
- 2024 YTD (through 3/31) 478,561
- 2023 TYD (through 3/31) 433,012

26.1% increase vs. same month in 2023
10.5% increase YTD over 2023

ECO Transit Update - Routes

- Scheduled Trips/Trips Completed (direct operation):

4,340/4,331, 99.8%

- Unscheduled Trips (Shadow Buses, direct operation):

6

- Scheduled Trips/Trips Completed (contract):

2,046/2,034, 99%

- Missed Contract Trips filled by ECO Transit:

9/2,046, .4% of total contract trips

- Net Contract Service Missed

3/2,046, .14% 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 28
 - Part time Drivers 2 -FTE
 - Seasonal Drivers 16
 - Drivers available/Drivers needed 46/51 90% percent staffed
 - Drivers in training 8 -Class of 5 will start 4/15/24

Contract Service

- Drivers available/Drivers needed 8/8, 100% staffed
- Drivers in training 5 in hiring pipeline