

## 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, June 12, 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.](#)

### BUSINESS MEETING AGENDA

1. Call to Order – 12:00pm
2. Consideration of Changes to Agenda
3. Approval of Minutes & Financials
  - a. May 8, 2024 regular business meeting
  - b. May 22, 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](mailto:Board@EVTA.org).*

### BUSINESS

6. Business – 12:10pm

**a. FY2023 Audit Presentation & Adoption**

*Haynie & Company will present the FY2023 Auditor's report*

**b. Ozone Season Grant Program**

*Staff will present information and recommendations related to potential participation in the statewide ozone transit grant program*

**c. Vacation, Sick & Holiday Proposal**

*Staff will present a proposal for vacation, sick and holiday pay adoption*

**d. Tyler Technologies (ERP) Software Agreement**

*Staff will be presenting contract for ERP PRO from Tyler Technologies.*

**e. Clever Devices Hosting Contract & Resolution 2024-08**

*Staff will be presenting a hosting contract for EVTA with Clever Devices.*

**f. SP+ Contract Amendment**

*Staff will present a request to amend the existing SP+ contract and allocate additional funding, allowing SP+ to assist with providing additional capacity to support fare-free service expansion.*

**g. Agreement with Eagle County Government for Fleet Maintenance**

*Staff will present an agreement for fleet maintenance services with Eagle County government.*

**h. Other Business**

**STAFF REPORTS**

7. Staff Reports – 1:45pm

a. Administration Division Report

b. Operations report

8. Adjournment – 2:00pm

*The next regular meeting of the Eagle Valley Transportation Authority Board will be held Wednesday, June 26, 2024, at 1:00pm. This meeting is only available on Zoom.*

## 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/ Dayana Herr



**MINUTES OF THE  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS MEETING  
May 8, 2024**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on May 8, 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 May 3, 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 May 3, 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 Nick Sunday, Councilor, Town of Eagle.

Director Earle Bidez, Mayor, Town of Minturn

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

Director Barry Davis, Councilor, Town of Vail

**Attendance:**

Aryn Schlichting, Director of People & Culture, EVTA

Tanya Allen, Executive Director, EVTA

Scott Robinson, Deputy Director, EVTA

Ursula Hayden, Finance Director, EVTA

Dayana Herr, Marketing, Communications & Customer  
Relations Manager, EVTA

Lance Trujillo, Director of Innovation and Technology, EVTA

Larry Tenenholz, Acting Director, ECO Transit

---

---

Jeff Wetzel, Operations Manager, ECO Transit

Ray Shei, Alternate Director, Beaver Creek Metro District

Bryan Woods, Alternate Director, Town of Eagle

Tim McMahon, Community Member, Town of Avon

Zoe Goldstein, Reporter, Vail Daily

**Attendance On Zoom:**

Aaron Cherek, Lead operations Manager, EPIC Mountain Express

Douglas Stallworthy, Attorney, Collins Cole Flynn Winn & Ulmer, PLLC

Kathryn Winn, Attorney, Collins Cole Flynn Winn & Ulmer, PLLC

Vanesa Duarte, Admin/Fiscal Tech II, ECO Transit

Randy Belisle, Lead Trainer, ECO Transit

---

**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 April 10, 2024, and April 24, 2024, for approval. Director Bidez moved to approve the minutes and financial statements. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

---

**BOARD COMMENT**

Director Phillips expressed her excitement about the launch of the fare-free bus routes on May 19.

---

**PUBLIC COMMENT**

Tim McMahon proposed an evening board meeting time to encourage public attendance.

---

**AGENDA ITEMS**

**6. Presentations**

---

---

## **6.1 ECO Quarterly Update**

Mr. Tenenholz acknowledged bus operator Rick Martinez for his commitment to ECO Transit and his exemplary safe driving record. He stated that electric buses will be delivered by the end of 2024. The Board discussed their concerns about the usability of the electric buses. Mr. Tenenholz confirmed that staff will assign the electric buses to the appropriate routes based on their operating capabilities and maintenance needs. He highlighted the positive impact of an increase in staff compared to April 2023 and the challenges presented by the third-party maintenance facilities not being operational yet. He addressed the accident report numbers from February and noted that 5 out of 7 incidents involved new drivers who lacked experience with driving in the snow. The Board discussed options for training the bus operators to drive in snowy conditions before the snow season arrives. Deputy Director Scott Robinson explained that the potential insurance provider has a skid steer truck available to EVTA for training purposes.

Director Alexander joined the meeting.

## **6.2 Vail/BC Winter 23-24 Express Rider Survey Results**

Executive Director Tanya Allen highlighted the high ridership numbers and observed that the new route appeared to have expanded the audience for transit use. Marketing, Communications & Customer Relations Manager Dayana Herr shared that the survey results indicated that full-time Eagle County residents accounted for the largest percentage of riders, followed by seasonal or part-time residents. Customer satisfaction with the service was high, particularly after some early season issues were addressed.

## **7. Business**

### **7.1 Resolution 2024-06 Appointing a New Treasurer**

Deputy Director Robinson shared that the current bylaws require an EVTA staff member to be Treasurer. He explained that the Treasurer role is suitable for a staff member because the duties are operational in nature and time sensitive.

---

---

Director Davis motioned to approve Scott Robinson as Treasurer. Director Eickholt seconded the motion, which passed with a unanimous 7-0 vote.

## **7.2 Investment Policy**

Director of Finance Ursula Hayden presented the proposed investment policy and explained that upon approval, staff will establish an investment committee.

Director Eickholt motioned to approve the presented investment policy. Director Davis seconded the motion, which passed with a unanimous 7-0 vote.

Director Philips appointed Director Eickholt to the investment committee. Director Davis seconded the motion, which passed with a unanimous 7-0 vote.

Deputy Director Robinson stated that the members recommended for the investment committee are Scott Robinson and Ursula Hayden, along with Board member Dave Eickholt. It passed with a unanimous 7-0 vote.

## **7.3 Resolution 2024-07 - Multi-Bank Securities (MBS)**

Deputy Director Robinson explained that MBS serves as a CD and treasury broker for many Eagle County agencies and can provide the same services for EVTA.

Director Alexander motioned to approve resolution 2024-07, Multi-Bank Securities, Inc. Non-Corporate Resolution. Director Davis seconded the motion, which passed with a unanimous 7-0 vote.

## **7.4 Other Business**

Director Eickholt requested a board discussion about retaining independent legal counsel for matters related to Gypsum potentially joining the EVTA. Executive Director Allen confirmed the topic will be included in an upcoming agenda. Director Eickholt proposed amending the bylaws pertaining to the appointment of treasurer. Director Robinson suggested the item be added to a future meeting.

---

---

## **8. Staff Reports**

### **8.1 Administration Division Report and Budget Forecast Update**

Deputy Director Robinson acknowledged Director of People & Culture Aryn Schlichting for outlining the various types of communication methods being used to inform ECO Transit staff about the upcoming transition and welcomed ongoing feedback on the topic. Director Eickholt asked about the timeline for the brand launch. Marketing, Communications & Customer Relations Manager Herr explained that there will be an internal brand launch for staff set for the beginning of June and a public launch in July.

Director McQueeney suggested addressing public comments about the board meeting times by adding the topic to a meeting agenda. Director Davis proposed a quarterly meeting in the evenings to accommodate public engagement and feedback.

---

#### **ADJOURNMENT**

The meeting was adjourned at 1:26 PM.

---

**MINUTES OF THE  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS MEETING  
May 22, 2024**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on May 22, 2024, at 1:08 p.m. The meeting was held virtually. Notice of the meeting was posted on May 17, 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

Director Barry Davis, Councilor, Town of Vail

**Attendance on Zoom:**

Aryn Schlichting, Director of People & Culture, EVTA

Tanya Allen, Executive Director, EVTA

Scott Robinson, Deputy Director, EVTA

Ursula Hayden, Finance Director, EVTA

Dayana Herr, Marketing, Communications & Customer Relations Manager, EVTA

Lance Trujillo, Director of Innovation and Technology, EVTA

Selene Suarez, HR Generalist, EVTA

Alison Ulmer, EVTA Legal Counsel, Collins Cole Flynn Winn & Ulmer, PLLC

---

Larry Tenenholz, Acting Director, ECO Transit

Jessie Cooper, Fleet Asset Supervisor, ECO Transit

Bryan Woods, Alternate Director, Town of Eagle

Ray Shei, Alternate Director, Beaver Creek Metro District

Terry Rook, Associate Director, CEBT

Emma Dahlin, Staff, CEBT

---

**APPROVAL OF THE AGENDA**

Director Phillips presented the agenda for the meeting and inquired if there were any proposed changes. Executive Director Tanya Allen noted that the SP+ contract amendment item was removed from the agenda. Director Davis motioned to approve the agenda as amended. Director Eickholt seconded the motion, which passed with a 7-0 unanimous vote.

---

**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 CEBT Health Insurance**

Director of People & Culture Aryn Schlichting announced and welcomed the new HR Generalist, Selene Suarez. She expressed that establishing a health insurance provider has been a crucial priority in planning for the transition of ECO Transit employees. She explained that EVTA's strategy of prioritizing people involves viewing their compensation and benefits holistically as a package. She reviewed the three health insurance provider quotes that were considered and recommended partnering with Colorado Employer Benefit Trust (CEBT). She listed several advantages to CEBT including a free and accessible clinic in Gypsum, a robust plan design, and positive references. She presented the recommended PPO plan options and detailed their budget alignment.

---

Director Eickholt inquired about potential gaps in coverage when employees transition from ECO Transit to EVTA. Director of People & Culture Schlichting acknowledged the copay increase that will occur with the EVTA transition but noted that the CEBT plan provides access to a free clinic in Gypsum and EVTA will offer lower employee premium costs to offset the change. Director McQueeney asked if CEBT provided stop-loss insurance. Mr. Rook explained that CEBT is a benefit trust for several public institutions and EVTA will not be self-insured. He noted that the trust is large enough to provide adequate coverage for larger claims and stop-loss coverage is not needed.

Director Alexander exited the meeting.

Director Davis motioned to approve CEBT as the Authority's health insurance provider and subsequent plan options as presented and authorize the Executive Director to sign CEBT plan documents. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

## **6. Request for Direction Regarding Zero-Fare Transit Grant Funding**

Executive Director Allen explained the opportunity to apply for a grant, offering two options: Ozone Season Transit Grant or Youth Ride Free. She noted that agencies can only choose one of the grant options. She emphasized the need to express interest quickly and recommended the Youth Ride Free program.

Director Sunday and Director Eickholt voiced their support for the Youth Ride Free program. Director McQueeney and Director Davis inquired about the potential for more funding through the Ozone Season Transit Grant. Executive Director Allen clarified that the grant award fund numbers are still unclear, and she plans to use the Board's feedback to gather more details on the application process. The Board directed to table the item until the next meeting.

---

## **ADJOURNMENT**

The meeting was adjourned at 1:52 PM.

---



**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**CASH POSITION**  
Year to Date and as of May 31, 2024  
Adjusted as of June 4, 2024

Maturity Date Account Activity Item Description	CHECKING	INVESTMENTS						TOTALS
	1st Bank	Savings	1st Bank		CSIP		Colostrust	ALL
			5.2500% 8/27/2024 Premier 4181	5.4000% 11/28/2024 Premier 1972	5.3200% 4/17/2025 Savings-Term	LGIP	5.4034% Plus+	ACCOUNTS
<b>BEGINNING BANK BALANCE</b>	\$ 13,527	\$ 517,239	\$ 1,771,950	\$ 1,796,413	\$ -	\$ -	\$ 6,322,307	\$ 10,421,436
YTD credits - Total deposits, wires and transfers	7,241,189	41,283	46,995	45,347	5,000,000	1,479	11,006,849	23,383,142
YTD debits - Total vouchers, wires and transfers	(7,159,238)	(50,000)	-	-	-	-	(5,244,272)	(12,453,510)
<b>YTD bank balance</b>	95,478	508,522	1,818,945	1,841,760	5,000,000	1,479	12,084,884	21,351,068
Less outstanding checks	(20,274)	-	-	-	-	-	-	(20,274)
<b>UNRESTRICTED BALANCE AT END OF PERIOD</b>	<b>75,204</b>	<b>508,522</b>	<b>1,818,945</b>	<b>1,841,760</b>	<b>5,000,000</b>	<b>1,479</b>	<b>12,084,884</b>	<b>21,330,794</b>
<b>Current period activity</b>								
Transfers	-	-	-	-	-	-	-	-
Add - deposits, wires and transfers	-	-	-	-	-	-	-	-
Subtract - vouchers, wires and transfers	-	-	-	-	-	-	-	-
<b>Total current period adjustments</b>	-	-	-	-	-	-	-	-
<b>Adjusted balance</b>	<b>\$ 75,204</b>	<b>\$ 508,522</b>	<b>\$ 1,818,945</b>	<b>\$ 1,841,760</b>	<b>\$ 5,000,000</b>	<b>\$ 1,479</b>	<b>\$ 12,084,884</b>	<b>\$ 21,330,794</b>

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

	General	Housing	Capital	TOTALS ALL FUNDS
<b>Cash Balance - beginning of month</b>	\$ 9,304,410	\$ 2,025,291	\$ 8,710,276	\$ 20,039,977
<b>Receipts</b>				
RTA sales tax	1,620,956	-	-	1,620,956
ECO Transit sales tax	-	-	-	-
ECG Transfer	-	-	-	-
Interest	57,011	15,738	27,397	100,146
Transfer	-	-	-	-
<b>Receipts subtotal</b>	1,677,967	15,738	27,397	1,721,102
Disbursements - payables	(430,285)	-	-	(430,285)
Transfer	-	-	-	-
<b>Cash Balance - end of month</b>	<b>\$ 10,552,092</b>	<b>\$ 2,041,029</b>	<b>\$ 8,737,673</b>	<b>\$ 21,330,794</b>
<b>Location of Funds</b>				
1st Bank - Checking	\$ 75,204			
1st Bank - Savings	508,522			
1st Bank - Premier 91 day	1,818,945			
1st Bank - Premier 182 day	1,841,760			
CSIP	5,000,000			
CSIP LGIP	1,479			
Colotrust	12,084,884			
<b>Total cash &amp; investments</b>	<b>\$ 21,330,794</b>			

**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 May 31, 2024**  
**Unaudited**

	Year to Date				2024 Budget				
	Current Month		Prorata	Prorata	Percent of	2024	YTD	Percent of	2024 Budget
	Actual	Actual	Budget	Variance Over (Under)	Prorata Budget	Adopted	Over (Under)	YTD Actual to 2024 Budget	Forecast
<b>REVENUES</b>									
Farebox revenue	\$ -	\$ -	\$ 56,963	(56,963)	0%	\$ 136,712	\$ (136,712)	0%	\$ 136,712
Direct pass sales revenue	-	-	85,961	(85,961)	0%	206,306	(206,306)	0%	206,306
Mobile fare sales revenue	-	-	27,832	(27,832)	0%	66,796	(66,796)	0%	66,796
Advertising revenue	-	-	2,083	(2,083)	0%	5,000	(5,000)	0%	5,000
Interest revenue	57,011	196,202	145,833	50,369	135%	350,000	(153,798)	56%	350,000
EVTA sales tax	1,615,388	6,899,923	5,312,898	1,587,025	130%	12,750,955	(5,851,032)	54%	12,750,955
EVTA DMV sales tax	5,568	28,438	-	28,438	0%	-	28,438	0%	70,446
ECO transit sales tax transfers	-	-	4,712,423	(4,712,423)	0%	11,309,816	(11,309,816)	0%	11,309,816
Other operating grant revenue	-	-	-	-	0%	-	-	0%	-
Service Agreement Revenue -MIRA	-	-	-	-	0%	-	-	0%	35,226
Service Agreement Revenue -Senior	-	-	-	-	0%	-	-	0%	34,078
<b>Total revenues</b>	<b>1,677,967</b>	<b>7,124,563</b>	<b>10,343,993</b>	<b>(3,219,430)</b>	<b>69%</b>	<b>24,825,585</b>	<b>(17,701,022)</b>	<b>29%</b>	<b>24,965,335</b>
<b>EXPENDITURES</b>									
<b>Administration of Vehicle Operations</b>									
Salaries	-	-	289,195	(289,195)	0%	694,067	(694,067)	0%	694,067
Salaries-OT	-	-	10,417	(10,417)	0%	25,000	(25,000)	0%	25,000
Vacation pay	-	-	-	-	-	-	-	-	-
Medicare tax	-	-	4,421	(4,421)	0%	10,611	(10,611)	0%	10,611
Social security tax	-	-	18,905	(18,905)	0%	45,373	(45,373)	0%	45,373
Unemployment Insurance	-	-	-	-	-	-	-	-	-
Retirement	-	-	-	-	-	-	-	-	71,907
Worker's comp	-	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	95,593	(95,593)	0%	229,423	(229,423)	0%	229,423
Uniforms	-	-	4,167	(4,167)	0%	10,000	(10,000)	0%	10,000
Printing expense	-	-	500	(500)	0%	1,200	(1,200)	0%	1,200
Office supplies-general	-	-	625	(625)	0%	1,500	(1,500)	0%	1,500
Materials and supplies	-	-	2,083	(2,083)	0%	5,000	(5,000)	0%	5,000
Travel-meetings/seminars	-	-	5,000	(5,000)	0%	12,000	(12,000)	0%	12,000
Employee event expenses	-	-	6,250	(6,250)	0%	15,000	(15,000)	0%	15,000
Bus rodeo expenditures	720	720	4,167	(3,447)	17%	10,000	(9,280)	7%	15,000
<b>Subtotal personnel</b>	<b>720</b>	<b>720</b>	<b>441,323</b>	<b>(440,603)</b>	<b>0%</b>	<b>1,059,174</b>	<b>(1,058,454)</b>	<b>0%</b>	<b>1,136,081</b>
<b>Vehicle Operations</b>									
Operator Wages-ft	-	-	478,754	(478,754)	0%	1,149,010	(1,149,010)	0%	1,149,010
Operator wages-pt	-	-	18,750	(18,750)	0%	45,000	(45,000)	0%	45,000
Operator wages-seasonal	-	-	89,323	(89,323)	0%	214,374	(214,374)	0%	214,374
Operator wages overtime-ft	-	-	83,333	(83,333)	0%	200,000	(200,000)	0%	200,000
Medicare tax	-	-	12,025	(12,025)	0%	28,860	(28,860)	0%	28,860
Social security taxes	-	-	45,222	(45,222)	0%	108,533	(108,533)	0%	108,533
Retirement	-	-	-	-	-	-	-	-	160,838
Worker's comp	-	-	-	-	-	-	-	-	-
Total taxes and fringe benefits	-	-	176,223	(176,223)	0%	422,936	(422,936)	0%	422,936
<b>Subtotal vehicle operations</b>	<b>-</b>	<b>-</b>	<b>903,630</b>	<b>(903,630)</b>	<b>0%</b>	<b>2,168,713</b>	<b>(2,168,713)</b>	<b>0%</b>	<b>2,329,551</b>
<b>Administration of paratransit operations</b>									
Admin salaries	-	-	15,080	(15,080)	0%	36,192	(36,192)	0%	36,192
Admin salaries-ot	-	-	833	(833)	0%	2,000	(2,000)	0%	2,000
Medicare tax	-	-	219	(219)	0%	525	(525)	0%	525
Social security tax	-	-	935	(935)	0%	2,244	(2,244)	0%	2,244
Retirement	-	-	-	-	-	-	-	-	3,819
Worker's comp	-	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	3,832	(3,832)	0%	9,196	(9,196)	0%	9,196
<b>Subtotal administration of paratrans</b>	<b>-</b>	<b>-</b>	<b>20,899</b>	<b>(20,899)</b>	<b>0%</b>	<b>50,157</b>	<b>(50,157)</b>	<b>0%</b>	<b>53,976</b>
<b>Paratransit operations</b>									
Paratransit operator wages	-	-	13,396	(13,396)	0%	32,151	(32,151)	0%	32,151
Paratransit operator wages OT	-	-	833	(833)	0%	2,000	(2,000)	0%	2,000
Medicare tax	-	-	200	(200)	0%	481	(481)	0%	481
Social security tax	-	-	858	(858)	0%	2,058	(2,058)	0%	2,058
Retirement	-	-	-	-	-	-	-	-	3,415
Worker's comp	-	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	7,253	(7,253)	0%	17,408	(17,408)	0%	17,408
<b>Subtotal paratransit operations</b>	<b>-</b>	<b>-</b>	<b>22,540</b>	<b>(22,540)</b>	<b>0%</b>	<b>54,098</b>	<b>(54,098)</b>	<b>0%</b>	<b>57,513</b>

**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 May 31, 2024**  
**Unaudited**

	Year to Date				2024 Budget				
	Current Month		Prorata	Prorata	Percent of	2024	YTD	Percent of	2024 Budget
	Actual	Actual	Budget	Variance Over (Under)	Prorata Budget	Adopted	Over (Under)	YTD Actual to 2024 Budget	Forecast
<b>Safety and training department</b>									
Admin salaries	-	-	37,625	(37,625)	0%	90,301	(90,301)	0%	90,301
Staff ot	-	-	833	(833)	0%	2,000	(2,000)	0%	2,000
Medicare tax	-	-	585	(585)	0%	1,403	(1,403)	0%	1,403
Social security tax	-	-	2,500	(2,500)	0%	5,999	(5,999)	0%	5,999
Retirement	-	-	-	-	-	-	-	-	9,230
Worker's comp	-	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	12,453	(12,453)	0%	29,888	(29,888)	0%	29,888
Medical-exams and testing	-	-	4,792	(4,792)	0%	11,500	(11,500)	0%	11,500
Contracted services	-	-	4,167	(4,167)	0%	10,000	(10,000)	0%	10,000
Consulting	-	-	4,167	(4,167)	0%	10,000	(10,000)	0%	10,000
Training supplies	-	-	625	(625)	0%	1,500	(1,500)	0%	1,500
Emergency preparedness supplies	-	-	375	(375)	0%	900	(900)	0%	900
Travel-meetings/seminars	-	-	1,458	(1,458)	0%	3,500	(3,500)	0%	3,500
Training/workshop	-	-	625	(625)	0%	1,500	(1,500)	0%	1,500
<b>Subtotal safety and training departm</b>	-	-	<b>70,205</b>	<b>(70,205)</b>	<b>0%</b>	<b>168,491</b>	<b>(168,491)</b>	<b>0%</b>	<b>177,721</b>
<b>Administration of fleet maintenance activities</b>									
Admin salaries	-	-	18,372	(18,372)	0%	44,092	(44,092)	0%	44,092
Admin salaries-ot	-	-	208	(208)	0%	500	(500)	0%	500
Medicare tax	-	-	283	(283)	0%	678	(678)	0%	678
Social security tax	-	-	1,208	(1,208)	0%	2,898	(2,898)	0%	2,898
Retirement	-	-	-	-	-	-	-	-	4,459
Worker's comp	-	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	7,357	(7,357)	0%	17,656	(17,656)	0%	17,656
Lubricants-oil	-	-	18,750	(18,750)	0%	45,000	(45,000)	0%	45,000
Fuel-unleaded support vehicles	-	-	5,435	(5,435)	0%	13,044	(13,044)	0%	13,044
Fuel-diesel support vehicles	-	-	153	(153)	0%	368	(368)	0%	368
Fuel-unleaded support vehicles	-	-	2,102	(2,102)	0%	5,044	(5,044)	0%	5,044
Fuel-diesel support vehicles	-	-	225,625	(225,625)	0%	541,500	(541,500)	0%	541,500
Fuel-electricity	-	-	9,000	(9,000)	0%	21,600	(21,600)	0%	21,600
<b>Subtotal administration of fleet main</b>	-	-	<b>288,493</b>	<b>(288,493)</b>	<b>0%</b>	<b>692,380</b>	<b>(692,380)</b>	<b>0%</b>	<b>696,839</b>
<b>Fleet maintenance</b>									
Fleet care tech salaries	-	-	27,661	(27,661)	0%	66,386	(66,386)	0%	66,386
Fleet care tech salaries-ot	-	-	3,542	(3,542)	0%	8,500	(8,500)	0%	8,500
Medicare tax	-	-	420	(420)	0%	1,008	(1,008)	0%	1,008
Social security tax	-	-	1,796	(1,796)	0%	4,310	(4,310)	0%	4,310
Retirement	-	-	-	-	-	-	-	-	7,489
Worker's comp	-	-	-	-	-	-	-	-	-
Total fringe benefits	-	-	8,912	(8,912)	0%	21,389	(21,389)	0%	21,389
Uniforms	-	-	417	(417)	0%	1,000	(1,000)	0%	1,000
Contract service-maintenance	-	-	433,081	(433,081)	0%	1,039,395	(1,039,395)	0%	1,039,395
Contract services-towing	-	-	5,208	(5,208)	0%	12,500	(12,500)	0%	12,500
Cleaning supplies-vehicles	-	-	2,500	(2,500)	0%	6,000	(6,000)	0%	6,000
Shop supplies misc	-	-	417	(417)	0%	1,000	(1,000)	0%	1,000
<b>Subtotal fleet maintenance</b>	-	-	<b>483,954</b>	<b>(483,954)</b>	<b>0%</b>	<b>1,161,488</b>	<b>(1,161,488)</b>	<b>0%</b>	<b>1,168,977</b>
<b>Facility maintenance activities-msc</b>									
Leases and rentals-operating yards or stati	-	-	258,407	(258,407)	0%	620,177	(620,177)	0%	300,000
<b>Subtotal facility maintenance activiti</b>	-	-	<b>258,407</b>	<b>(258,407)</b>	<b>0%</b>	<b>620,177</b>	<b>(620,177)</b>	<b>0%</b>	<b>300,000</b>
<b>Facility maintenance activities-leadville bus barn</b>									
Leases and rentals-operating yards or stati	-	-	28,294	(28,294)	0%	67,905	(67,905)	0%	67,905
<b>Subtotal facility maintenance activiti</b>	-	-	<b>28,294</b>	<b>(28,294)</b>	<b>0%</b>	<b>67,905</b>	<b>(67,905)</b>	<b>0%</b>	<b>67,905</b>
<b>Stops and stations</b>									
Contract services-general	-	-	1,667	(1,667)	0%	4,000	(4,000)	0%	4,000
Bus stop supplies	-	-	10,417	(10,417)	0%	25,000	(25,000)	0%	25,000
<b>Subtotal stops and stations</b>	-	-	<b>12,084</b>	<b>(12,084)</b>	<b>0%</b>	<b>29,000</b>	<b>(29,000)</b>	<b>0%</b>	<b>29,000</b>
<b>General administration</b>									
Admin salaries	35,038	185,763	294,288	(108,525)	63%	706,291	(520,528)	26%	766,291
Admin salaries-OT	-	-	-	-	-	-	-	-	-
Vacation pay	5,270	13,806	-	13,806	-	-	13,806	-	-
Medicare tax	708	3,389	3,487	(4,98)	97%	8,368	(4,979)	40%	11,111
Social security tax	3,027	14,491	14,125	366	103%	33,899	(19,408)	43%	47,510
Retirement	4,031	4,031	-	4,031	-	-	4,031	-	76,629
Unemployment taxes	-	1,457	-	1,457	-	-	1,457	-	-
Worker's Comp	-	-	-	-	0%	-	-	-	-
Total fringe benefits	8,504	34,152	36,230	(2,078)	94%	86,951	(52,799)	39%	86,951
Public notices	-	-	125	(125)	0%	300	(300)	0%	300
Legal services-general	14,252	44,423	50,000	(5,577)	89%	120,000	(75,577)	37%	120,000
Legal services-special	-	-	4,167	(4,167)	0%	10,000	(10,000)	0%	10,000
Consulting	11,477	36,748	6,250	30,498	588%	15,000	21,748	245%	15,000

**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 May 31, 2024**  
**Unaudited**

	Current Month Actual	Year to Date			Percent of Prorata Budget	2024 Budget			2024 Budget Forecast
		Actual	Prorata Budget	Prorata Variance Over (Under)		2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget	
Printing expense	-	-	208	(208)	0%	500	(500)	0%	500
Office supplies-general	-	2,554	4,167	(1,613)	61%	10,000	(7,446)	26%	10,000
Office supplies-postage	37	37	42	(5)	88%	100	(63)	37%	100
Office supplies-copy machine	-	-	375	(375)	0%	900	(900)	0%	900
Purchased transportation services	263,293	626,262	3,470,989	(2,844,727)	18%	8,330,374	(7,704,112)	8%	8,330,374
Memberships and subscriptions	161	2,947	9,042	(6,095)	33%	21,700	(18,753)	14%	21,700
Travel-meetings/seminars	(99)	6,435	7,708	(1,273)	83%	18,500	(12,065)	35%	18,500
Board meeting expenses	670	4,347	5,792	(1,445)	75%	13,900	(9,553)	31%	13,900
Employee event expenses	(1,639)	100	833	(733)	12%	2,000	(1,900)	5%	2,000
Recruiting employees	2,337	2,507	12,500	(9,993)	20%	30,000	(27,493)	8%	30,000
Miscellaneous expense	54	311	417	(106)	75%	1,000	(689)	31%	1,000
Leases and rentals-other general administr.	-	-	41,698	(41,698)	0%	100,074	(100,074)	0%	100,074
<b>Subtotal general administration</b>	<b>347,121</b>	<b>983,760</b>	<b>3,962,443</b>	<b>(2,978,683)</b>	<b>25%</b>	<b>9,509,857</b>	<b>(8,526,097)</b>	<b>10%</b>	<b>9,662,840</b>
<b>Finance and accounting</b>									
Admin salaries	10,876	30,395	66,181	(35,786)	46%	158,835	(128,440.00)	19%	158,835
Admin salaries-ot	-	-	417	(417)	0%	1,000	(1,000.00)	0%	1,000
Medicare tax	223	565	963	(398)	59%	2,312	(1,747.00)	24%	2,312
Social security tax	950	2,414	4,120	(1,706)	59%	9,887	(7,473.00)	24%	9,887
Retirement	1,115	1,115	-	1,115	0%	-	1,115.00	-	-
Unemployment taxes	3	409	-	409	0%	-	409.00	-	15,984
Vacation Pay	279	279	-	279	0%	-	279.00	-	-
Total fringe benefits	4,173	8,268	13,895	(5,627)	60%	33,349	(25,081.00)	25%	33,349
Public notices	-	-	125	(125)	0%	300	(300.00)	0%	300
Contracted services	24,136	54,847	25,000	29,847	219%	60,000	(5,153.00)	91%	60,000
Audit services	3,000	8,000	3,125	4,875	256%	7,500	500.00	107%	7,500
Consulting	-	-	6,250	(6,250)	0%	15,000	(15,000.00)	0%	15,000
Insurance-general and auto liability	-	-	35,584	(35,584)	0%	85,402	(85,402.00)	0%	85,402
Insurance-admin	-	609	2,500	(1,891)	24%	6,000	(5,391.00)	10%	6,000
Bank adjustments/fees	(33)	(6)	417	(423)	-1%	1,000	(1,006.00)	-1%	1,000
<b>Subtotal finance and accounting</b>	<b>44,722</b>	<b>106,895</b>	<b>158,577</b>	<b>(51,682)</b>	<b>67%</b>	<b>380,585</b>	<b>(273,690)</b>	<b>28%</b>	<b>396,569</b>
<b>Information technology</b>									
IT salaries	8,480	35,619	70,293	(34,674)	51%	168,703	(133,084)	21%	168,703
IT salaries-ot	-	-	625	(625)	0%	1,500	(1,500)	0%	1,500
Medicare tax	197	670	1,080	(410)	62%	2,593	(1,923)	26%	2,593
Social security tax	843	2,864	4,620	(1,756)	62%	11,087	(8,223)	26%	11,087
IT Vacation Pay	2,827	3,958	-	3,958	0%	-	3,958	-	-
Retirement	1,131	1,131	-	1,131	0%	-	1,131	-	17,280
Worker's Comp	-	451	-	451	0%	-	451	-	-
Unemployment tax	-	-	-	-	0%	-	-	-	-
Total fringe benefits	2,282	6,615	14,003	(7,388)	47%	33,606	(26,991)	20%	33,606
Communications	-	-	15,625	(15,625)	0%	37,500	(37,500)	0%	37,500
Contracted services	-	-	41,667	(41,667)	0%	100,000	(100,000)	0%	100,000
Computer/network software agreement	2,438	11,728	41,667	(29,939)	28%	100,000	(88,272)	12%	100,000
Consulting	-	-	41,667	(41,667)	0%	100,000	(100,000)	0%	70,000
Computer supplies	57	6,010	31,250	(25,240)	19%	75,000	(68,990)	8%	75,000
IT Cyber Insurance	-	13,145	-	13,145	0%	-	13,145	-	13,145
<b>Subtotal information technology</b>	<b>18,255</b>	<b>82,191</b>	<b>262,497</b>	<b>(180,306)</b>	<b>31%</b>	<b>629,989</b>	<b>(547,798)</b>	<b>13%</b>	<b>630,414</b>
<b>Planning department</b>									
Admin salaries	-	-	38,856	(38,856)	0%	93,255	(93,255)	0%	93,255
Medicare tax	-	-	563	(563)	0%	1,352	(1,352)	0%	1,352
Social security tax	-	-	2,409	(2,409)	0%	5,782	(5,782)	0%	5,782
Retirement	-	-	-	-	0%	-	-	-	9,326
Worker's Comp	-	-	-	-	0%	-	-	-	-
Total fringe benefits	-	-	17,501	(17,501)	0%	42,003	(42,003)	0%	42,003
Consulting	6,395	42,763	291,667	(248,904)	15%	700,000	(657,237)	6%	700,000
<b>Subtotal planning department</b>	<b>6,395</b>	<b>42,763</b>	<b>350,986</b>	<b>(308,233)</b>	<b>12%</b>	<b>842,392</b>	<b>(799,629)</b>	<b>5%</b>	<b>851,718</b>
<b>Marketing and customer service department</b>									
Admin salaries	8,077	8,077	75,464	(67,387)	11%	181,113	(173,036)	4%	181,113
Admin salaries-ot	-	-	1,042	(1,042)	0%	2,500	(2,500)	0%	2,500
Medicare tax	125	125	1,185	(1,060)	11%	2,844	(2,719)	4%	2,844
Social security tax	532	532	5,067	(4,535)	10%	12,161	(11,629)	4%	12,161
Retirement	646	646	-	646	0%	-	646	-	18,361
Worker's Comp	-	-	-	-	0%	-	-	-	-
Unemployment tax	175	175	-	175	0%	-	175	-	-
Total fringe benefits	509	509	26,242	(25,733)	2%	62,980	(62,471)	1%	62,980
Contracted services	3,009	37,560	83,333	(45,773)	45%	200,000	(162,440)	19%	200,000
Advertising	-	1,175	20,833	(19,658)	6%	50,000	(48,825)	2%	50,000
Events expenses	-	-	4,167	(4,167)	0%	10,000	(10,000)	0%	10,000
Printing expense	-	192	5,292	(5,100)	4%	12,700	(12,508)	2%	12,700
Office supplies-postage	-	-	729	(729)	0%	1,750	(1,750)	0%	1,750
<b>Subtotal marketing and customer service</b>	<b>13,073</b>	<b>48,991</b>	<b>223,354</b>	<b>(174,363)</b>	<b>22%</b>	<b>536,048</b>	<b>(487,057)</b>	<b>9%</b>	<b>554,409</b>
<b>Intergovernmental agreements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>
<b>Total expenditures</b>	<b>430,286</b>	<b>1,265,320</b>	<b>7,487,696</b>	<b>(6,222,376)</b>	<b>17%</b>	<b>17,970,454</b>	<b>(16,705,134)</b>	<b>7%</b>	<b>18,113,513</b>

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 May 31, 2024  
Unaudited

	Current Month Actual	Year to Date			Percent of Prorata Budget	2024 Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)		2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget	2024 Budget Forecast
EXCESS OF REVENUES OVER EXPENDITURES	1,247,681	5,859,243	2,856,297	3,002,946	205%	6,855,131	(995,888)	85%	6,851,822
<b>OTHER FINANCING USES</b>									
Transfer to transit capital fund	-	(1,725,088)	(718,787)	(1,006,301)	240%	(1,725,088)	-	100%	(1,725,088)
Transfer to air fund	-	-	(333,333)	333,333	0%	(800,000)	800,000	0%	(800,000)
Transfer to housing fund	-	(1,000,000)	(416,667)	(583,333)	240%	(1,000,000)	-	100%	(1,000,000)
<b>Total other financing uses</b>	-	(2,725,088)	(1,468,787)	(1,256,301)	186%	(3,525,088)	800,000	77%	(3,525,088)
<b>NET CHANGE IN FUNDS AVAILABLE</b>	\$ 1,247,681	\$ 3,134,155	\$ 1,387,510	\$ 1,746,645		\$ 3,330,043	\$ (195,888)		\$3,326,734
<b>BEGINNING FUNDS AVAILABLE</b>	9,304,410	7,417,936							
<b>ENDING FUNDS AVAILABLE</b>	<u>\$ 10,552,091</u>	<u>\$ 10,552,091</u>							

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 May 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
<b>REVENUES</b>								
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%
Interest revenue	15,738	41,029	-	41,029	0%	-	41,029	-
<b>Total revenues</b>	<b>15,738</b>	<b>41,029</b>	<b>-</b>	<b>41,029</b>	<b>0%</b>	<b>88,480</b>	<b>(47,451)</b>	<b>562%</b>
<b>EXPENDITURES</b>								
<b>Administration of housing programs</b>								
Salaries	-	-	2,917	(2,917)	0%	7,000	(7,000)	0%
<b>Subtotal administration of housing programs</b>	<b>-</b>	<b>-</b>	<b>2,917</b>	<b>(2,917)</b>	<b>0%</b>	<b>7,000</b>	<b>(7,000)</b>	<b>0%</b>
<b>EVTA leased housing-lcv</b>								
Materials and supplies	-	-	542	(542)	0%	1,300	(1,300)	0%
Lease payments-lcv	-	-	30,400	(30,400)	0%	72,960	(72,960)	0%
<b>Subtotal EVTA leased housing-lcv</b>	<b>-</b>	<b>-</b>	<b>30,942</b>	<b>(30,942)</b>	<b>0%</b>	<b>74,260</b>	<b>(74,260)</b>	<b>0%</b>
<b>Housing operations-gypsum apt</b>								
Materials and supplies	-	-	542	(542)	0%	1,300	(1,300)	0%
Lease payments-gypsum	-	-	7,000	(7,000)	0%	16,800	(16,800)	0%
<b>Subtotal housing operations-gypsum apt</b>	<b>-</b>	<b>-</b>	<b>7,542</b>	<b>(7,542)</b>	<b>0%</b>	<b>18,100</b>	<b>(18,100)</b>	<b>0%</b>
<b>Housing operations-riverdance</b>								
Materials and supplies	-	-	542	(542)	0%	1,300	(1,300)	0%
Lease payments-riverdance	-	-	24,000	(24,000)	0%	57,600	(57,600)	0%
<b>Subtotal Housing operations-riverdance</b>	<b>-</b>	<b>-</b>	<b>24,542</b>	<b>(24,542)</b>	<b>0%</b>	<b>58,900</b>	<b>(58,900)</b>	<b>0%</b>
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>65,943</b>	<b>(65,943)</b>	<b>0%</b>	<b>158,260</b>	<b>(158,260)</b>	<b>0%</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>15,738</b>	<b>41,029</b>	<b>(65,943)</b>	<b>106,972</b>	<b>-62%</b>	<b>(69,780)</b>	<b>110,809</b>	<b>-443%</b>
<b>OTHER FINANCING SOURCES</b>								
Transfers from general fund	-	1,000,000	416,667	583,333	240%	1,000,000	-	0%
<b>Total other financing sources</b>	<b>-</b>	<b>1,000,000</b>	<b>416,667</b>	<b>583,333</b>	<b>240%</b>	<b>1,000,000</b>	<b>-</b>	<b>0%</b>
<b>NET CHANGE IN FUNDS AVAILABLE</b>	<b>\$ 15,738</b>	<b>\$ 1,041,029</b>	<b>\$ 350,724</b>	<b>\$ 690,305</b>		<b>\$ 930,220</b>	<b>\$ 110,809</b>	
<b>BEGINNING FUNDS AVAILABLE</b>	<b>2,025,291</b>	<b>1,000,000</b>						
<b>ENDING FUNDS AVAILABLE</b>	<b>\$ 2,041,029</b>	<b>\$ 2,041,029</b>						

**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 May 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
<b>REVENUES</b>								
ECO Transit Reserve Transfers	\$ -	\$ 4,934,605	\$ 4,934,605	\$ -	0%	\$ -	\$ 4,934,605	0%
Interest Revenue	27,397	77,980	50,583	27,397	285%	-	77,980	0%
<b>Total revenues</b>	<b>\$ 27,397</b>	<b>\$ 5,012,585</b>	<b>\$ -</b>	<b>\$ 5,012,585</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 5,012,585</b>	<b>-</b>
<b>EXPENDITURES</b>								
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>27,397</b>	<b>5,012,585</b>	<b>-</b>	<b>5,012,585</b>	<b>-</b>	<b>-</b>	<b>5,012,585</b>	<b>-</b>
<b>OTHER FINANCING SOURCES</b>								
Transfer from general fund	-	1,725,088	718,787	1,006,301	240%	1,725,088	-	100%
<b>Total other financing sources</b>	<b>-</b>	<b>1,725,088</b>	<b>718,787</b>	<b>1,006,301</b>	<b>240%</b>	<b>1,725,088</b>	<b>-</b>	<b>100%</b>
<b>NET CHANGE IN FUNDS AVAILABLE</b>	<b>\$ 27,397</b>	<b>6,737,673</b>	<b>\$ 718,787</b>			<b>\$ 1,725,088</b>	<b>\$ 5,012,585</b>	
<b>BEGINNING FUNDS AVAILABLE</b>	<b>8,710,276</b>	<b>2,000,000</b>						
<b>ENDING FUNDS AVAILABLE</b>	<b>\$ 8,737,673</b>	<b>\$ 8,737,673</b>						



**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 May 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
<b>REVENUES</b>								
<b>Total revenues</b>	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-
<b>EXPENDITURES</b>								
Minimum revenue guarantee (MRG)	-	-	333,333	(333,333)	0%	800,000	(800,000)	0%
<b>Total expenditures</b>	-	-	333,333	(333,333)	0%	800,000	(800,000)	0%
<b>EXCESS OF EXPENDITURES OVER REVENUES</b>	-	-	(333,333)	333,333	0%	(800,000)	800,000	0%
<b>OTHER FINANCING SOURCES</b>								
Transfer from general fund	-	-	333,333	(333,333)	0%	800,000	(800,000)	0%
<b>Total other financing sources</b>	-	-	333,333	(333,333)	0%	800,000	(800,000)	0%
<b>NET CHANGE IN FUNDS AVAILABLE</b>	-	-	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>	
<b>BEGINNING FUNDS AVAILABLE</b>	-	-						
<b>ENDING FUNDS AVAILABLE</b>	<u>\$ -</u>	<u>\$ -</u>						

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

Current Payables						
Invoice #	Date of Service	Vendor		Description	Itemized	Amount Due
102	05/01/24	Amy Burford	01-50-509020-0002	Board Meeting Minutes		\$ 400.00
		Avon Town of	01-53-503030-3250	PL Consulting		3,200.00
6	05/02/24	Capital GCS	01-53-503030-3250	PL Consulting		3,195.00
6177	05/06/24	Collins Cole Flynn Winn & Ulmer, PLLC	01-50-503030-0005	Legal		14,252.00
04.03.24	04/03/24	Community Resource Services of Co	01-51-503030-0009	Accounting		15,124.50
05.03.24	05.03/24	Community Resource Services of Co	01-51-503030-0009	Accounting		8,698.50
2002	04/30/24	Government Performance Solutions	01-50-503030-3250	Consulting		9,476.25
1419	05/01/24	Graves Consulting	01-50-503030-3250	Consulting		2,000.00
C74844	04/30/24	Haynie & Company	01-51-503030-0015	Audit		3,000.00
1890	05/09/24	HyFyve	01-54-503030-3240	Branding & marketing		2,310.00
83222-MI-042F	05/15/24	SP Plus Corporation	01-50-508010-0000	Transit Operations		126,508.37
83222-MI-324F	04/15/24	SP Plus Corporation	01-50-508010-0000	Transit Operations		136,785.87
9628	05/09/24	Statewide Internet Portal Authority	01-52-503030-0011	MS - Software		1,619.16
					<b>Total</b>	<b>\$ 326,569.65</b>

Electronic payments including ACH payments and Wire transfers						
Invoice #	Date of Service	Vendor		Description	Itemized	Amount Due
3693-0424	05/03/24	First Bank Credit Card	01-52-504990-0010	Computer Supplies	57.64	
			01-50-509020-0002	Board Meeting Expense	270.82	
			01-52-503030-0011	Network Software	819.41	
			01-10509990-0004	AVO Bus Rodeo	720.00	
			01-50-504990-0002	Postage and Shipping	37.35	
			01-50-509010-0000	ADMIN Memberships & Subscriptions	160.00	
			01-50-509080-0000	Recruiting Employees	598.00	
			01-50-509990-0002	Miscellaneous Expense	104.29	
			01-54-503030-3240	Contract Services	700.00	
						3,467.51
3693-0324	04/03/24	First Bank Credit Card	01-50-509990-0001	Miscellaneous Expense		3,094.73
5132-022924	02/29/24	First Bank Credit Card	01-50-509990-0002	Miscellaneous Expense		3,530.04
INV1905856	02/20/24	Paylocity	01-51-503030-0009	Contract Services		167.17
INV1977557	03/20/24	Paylocity	01-51-503030-0009	Contract Services		167.17
INV2025273	04/19/24	Paylocity	01-51-503030-0009	Contract Services		701.92
***Out of cycle, already paid						
					<b>Total</b>	<b>\$ 11,128.54</b>

**GRAND TOTAL \$ 337,698.19**

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

**To:** The Eagle Valley Transportation Authority Board

**From:** Ursula Hayden, EVTA Director of Finance

**Meeting Date:** June 12th, 2024.

---

**SUBJECT:** FY2023 Audit Presentation & Adoption

**RECOMMENDED ACTION:** Approve the Auditor's Report for Year Ended December 31, 2023.

---

**BACKGROUND:**

The independent auditor's report for the fiscal year ended December 31, 2023, provides an assessment of the Authority's financial statements and related disclosures.

**Key Findings:**

1. **Unqualified Opinion:** The auditors issued an "unqualified opinion" on EVTA's financial statements. This is the highest level of assurance an auditor can give, indicating the statements are presented fairly and in accordance with generally accepted accounting principles (GAAP).
2. **Financial Statements Covered:** The audit covered all major financial statements of the EVTA, including:
  - Statement of Net Position
  - Statement of Activities
  - Balance Sheet for Governmental Funds
  - Statement of Revenues, Expenditures, and Changes in Fund Balances
  - Budgetary Comparison for the General Fund
3. **Management's Responsibility:** The auditors emphasized that management is responsible for the preparation and fair presentation of the financial statements, as well as the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the financial statements.
4. **Auditor's Responsibility:** The auditors' responsibility is to express an opinion on the financial statements based on their audit. They conducted the audit in

accordance with generally accepted auditing standards (GAAS), which included examining the evidence on a test basis, assessing the accounting principles used and significant estimates made by management, and evaluating the overall presentation of the financial statements.

**Additional Considerations:**

- The auditors did not identify any material weaknesses or significant deficiencies in internal control over financial reporting.
- The auditors did not identify any instances of noncompliance with laws, regulations, contracts, or grant agreements that would have a material effect on the financial statements.

**FINANCIAL CONSIDERATIONS:** N/A.

**RECOMMENDATION:**

Based on the unqualified opinion issued by the independent auditors and the absence of any material weaknesses or significant deficiencies in internal control, we recommend that the Board **approve** the Auditor's Report for the year ended December 31, 2023.

**ATTACHMENTS:**

1. Financial Statements with Independent Auditor's Report as of December 31, 2023.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
Eagle County, Colorado

**FINANCIAL STATEMENTS**

**with Independent Auditors' Report**


**December 31, 2023**


## TABLE OF CONTENTS

	<b>PAGE</b>
<b>INDEPENDENT AUDITORS' REPORT .....</b>	<b>I</b>
<b>BASIC FINANCIAL STATEMENTS</b>	
Government-wide Financial Statements:	
Statement of Net Position .....	1
Statement of Activities.....	2
Fund Financial Statements:	
Balance Sheet - Governmental Funds.....	3
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds.....	4
Statement of Revenues, Expenditures and Change in Fund Balance - Budget and Actual - General Fund .....	5
Notes to Financial Statements.....	6
<b>SUPPLEMENTARY INFORMATION</b>	
Schedule of Revenues, Expenditures and Change in Fund Balance - Housing Service Fund – Budget and Actual.....	17
Schedule of Revenues, Expenditures and Change in Fund Balance - Transit Capital Fund – Budget and Actual .....	18



1221 W. Mineral Avenue, Suite 202  
Littleton, CO 80120

 303-734-4800

 303-795-3356

 [www.HaynieCPAs.com](http://www.HaynieCPAs.com)

## INDEPENDENT AUDITORS' REPORT

Board of Directors and Management  
Eagle Valley Transportation Authority

### Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Eagle Valley Transportation Authority (“the Authority”) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Authority’s basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of December 31, 2023, and the respective changes in financial position and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority’s ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### Auditors’ Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

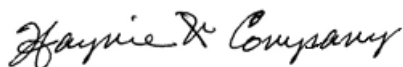
#### **Required Supplementary Information**

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

#### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The Schedules of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the Housing Service Fund and Transit Capital Fund are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedules of Revenues, Expenditures and Change in Fund Balance – Budget and Actual for the Housing Service Fund and Transit Capital Fund are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Sincerely,



Littleton, Colorado

May 15, 2024



## **BASIC FINANCIAL STATEMENTS**

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**STATEMENT OF NET POSITION**  
**December 31, 2023**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Cash and investments	\$ 10,417,937
Interest receivable	41,544
Sales taxes receivable	738,938
Prepaid expenses	3,170
Total assets	11,201,589
 <b>LIABILITIES</b>	
Accounts payable	132,667
Payroll and related liabilities	19,242
Total liabilities	151,909
 <b>NET POSITION</b>	
Restricted for:	
Emergency reserves	15,900
Unrestricted	11,033,780
Total net position	\$ 11,049,680

These financial statements should be read only in connection with  
the accompanying notes to financial statements.

**EAGLE VALLEY TRANSPORTATION AUTHORITY  
STATEMENT OF ACTIVITIES  
Year Ended December 31, 2023**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues</b>			<b>Net (Expense) Revenue and Changes in Net Position</b>
		<b>Charges for Services</b>	<b>Operating Grants and Contribution</b>	<b>Capital Grants and Contribution</b>	<b>Governmental Activities</b>
Primary government:					
Governmental activities:					
General government	\$ 528,931	\$ -	\$ -	\$ -	\$ (528,931)
	<u>\$ 528,931</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(528,931)</u>
General revenues:					
Sales taxes					11,354,157
Interest					224,454
Total general revenues					<u>11,578,611</u>
Change in net position					11,049,680
Net position - beginning					-
Net position - ending					<u>\$ 11,049,680</u>

These financial statements should be read only in connection with  
the accompanying notes to financial statements.

**EAGLE VALLEY TRANSPORTATION AUTHORITY  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
December 31, 2023**

	<u>General</u>	<u>Housing Service</u>	<u>Transit Capital</u>	<u>Total</u>
<b>ASSETS</b>				
Cash and investments	\$ 7,417,937	\$ 1,000,000	\$ 2,000,000	\$ 10,417,937
Interest receivable	41,544	-	-	41,544
Sales taxes receivable	738,938	-	-	738,938
Prepaid expenditures	3,170	-	-	3,170
<b>TOTAL ASSETS</b>	<u>\$ 8,201,589</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 11,201,589</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 132,667	\$ -	\$ -	\$ 132,667
Payroll and related liabilities	19,242	-	-	19,242
Total liabilities	<u>151,909</u>	<u>-</u>	<u>-</u>	<u>151,909</u>
<b>FUND BALANCES</b>				
Nonspendable:				
Prepaid expenditures	3,170	-	-	3,170
Restricted:				
Emergency reserves	15,900	-	-	15,900
Assigned:				
Housing Service	-	1,000,000	-	1,000,000
Transit Capital	-	-	2,000,000	2,000,000
Unassigned	8,030,610	-	-	8,030,610
Total fund balances	<u>8,049,680</u>	<u>1,000,000</u>	<u>2,000,000</u>	<u>11,049,680</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 8,201,589</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 11,201,589</u>

These financial statements should be read only in connection with  
the accompanying notes to financial statements.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**Year Ended December 31, 2023**

	<u>General</u>	<u>Housing Service</u>	<u>Transit Capital</u>	<u>Total</u>
<b>REVENUES</b>				
Sales taxes	\$ 11,354,157	\$ -	\$ -	\$ 11,354,157
Interest	224,454	-	-	224,454
Total revenues	<u>11,578,611</u>	<u>-</u>	<u>-</u>	<u>11,578,611</u>
<b>EXPENDITURES</b>				
<u>Personnel expenses</u>				
Salaries	99,346	-	-	99,346
Benefits	16,360	-	-	16,360
Bonuses	20,000	-	-	20,000
Taxes	10,761	-	-	10,761
<u>Operating expenses</u>				
Business trips and meetings	2,808	-	-	2,808
Meeting broadcast and recording	8,973	-	-	8,973
Computer and related equipment	10,876	-	-	10,876
Office supplies	615	-	-	615
<u>Professional services</u>				
Accounting services	34,259	-	-	34,259
Insurance	2,264	-	-	2,264
Public relations	61,759	-	-	61,759
Computer services	3,500	-	-	3,500
Legal	67,248	-	-	67,248
Purchased transportation services	172,047	-	-	172,047
Recruiting	170	-	-	170
Strategic planning retreat facilitation	1,000	-	-	1,000
Transit planning consultant assistance	14,503	-	-	14,503
Website and software licensing	2,442	-	-	2,442
Total expenditures	<u>528,931</u>	<u>-</u>	<u>-</u>	<u>528,931</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>11,049,680</u>	<u>-</u>	<u>-</u>	<u>11,049,680</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer (to) from Housing Service Fund	(1,000,000)	1,000,000	-	-
Transfer (to) from Transit Capital Fund	(2,000,000)	-	2,000,000	-
Total other financing sources (uses)	<u>(3,000,000)</u>	<u>1,000,000</u>	<u>2,000,000</u>	<u>-</u>
<b>NET CHANGES IN FUND BALANCES</b>	8,049,680	1,000,000	2,000,000	11,049,680
<b>FUND BALANCES - BEGINNING OF YEAR</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES - END OF YEAR</b>	<u>\$ 8,049,680</u>	<u>\$ 1,000,000</u>	<u>\$ 2,000,000</u>	<u>\$ 11,049,680</u>

These financial statements should be read only in connection with  
the accompanying notes to financial statements

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
**GENERAL FUND**  
**Year Ended December 31, 2023**

	<b>Budget Amounts</b>		<b>Actual</b>	<b>Variance with</b>
	<b>Original</b>	<b>Final</b>		<b>Final Budget</b>
				<b>Positive</b>
				<b>(Negative)</b>
<b>REVENUES</b>				
Sales taxes	\$ 12,750,955	\$ 12,750,955	\$ 11,354,157	\$ (1,396,798)
ECO transit sales taxes	10,280,303	10,280,303	-	(10,280,303)
SIPA grant	-	6,500	-	(6,500)
Interest	-	145,760	224,454	78,694
Total revenues	<u>23,031,258</u>	<u>23,183,518</u>	<u>11,578,611</u>	<u>(11,604,907)</u>
<b>EXPENDITURES</b>				
<u>Personnel expenses</u>				
Salaries	-	457,800	99,346	358,454
Benefits	-	116,160	16,360	99,800
Bonuses	-	20,000	20,000	-
Taxes	-	59,396	10,761	48,635
Total personnel expenses	<u>-</u>	<u>653,356</u>	<u>146,467</u>	<u>506,889</u>
<u>Operating expenses</u>				
Business trips and meetings	-	4,500	2,808	1,692
Meeting broadcast and recording	7,800	9,300	8,973	327
Computer and related equipment	-	50,000	10,876	39,124
Office supplies	-	750	615	135
Other operating expenses	15,000	15,000	-	15,000
Interim office space	-	11,250	-	11,250
Telephone	-	600	-	600
Utilities	-	940	-	940
Total operating expenses	<u>22,800</u>	<u>92,340</u>	<u>23,272</u>	<u>69,068</u>
<u>Professional services</u>				
Accounting services	30,000	30,000	34,259	(4,259)
Audit	7,500	-	-	-
Branding and marketing	50,000	100,000	-	100,000
Insurance	50,000	50,000	2,264	47,736
Public relations	30,000	54,000	61,759	(7,759)
Computer services	-	50,000	3,500	46,500
Legal	50,000	100,000	67,248	32,752
Purchased transportation services	-	-	172,047	(172,047)
Recruiting	30,000	30,000	170	29,830
Strategic planning retreat facilitation	5,000	5,000	1,000	4,000
Transit planning consultant assistance	100,000	300,000	14,503	285,497
Website and software licensing	5,000	5,000	2,442	2,558
Website planning	-	6,500	-	6,500
Reserve	45,600	45,600	-	45,600
Total professional services	<u>403,100</u>	<u>776,100</u>	<u>359,192</u>	<u>416,908</u>
<u>Other expenditures</u>				
Intergovernmental agreements	10,280,303	10,280,303	-	10,280,303
Minimum revenue guarantees - air service	1,200,000	1,200,000	-	1,200,000
Housing and real estate	-	1,000,000	-	1,000,000
Enhanced winter service	-	700,000	-	700,000
Total other expenditures	<u>11,480,303</u>	<u>13,180,303</u>	<u>-</u>	<u>13,180,303</u>
Total expenditures	<u>11,906,203</u>	<u>14,702,099</u>	<u>528,931</u>	<u>14,173,168</u>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<u>11,125,055</u>	<u>8,481,419</u>	<u>11,049,680</u>	<u>2,568,261</u>
<b>OTHER FINANCING USES</b>				
Transfer to Housing Service Fund	-	-	(1,000,000)	(1,000,000)
Transfer to Transit Capital Fund	-	-	(2,000,000)	(2,000,000)
Total other financing uses	<u>-</u>	<u>-</u>	<u>(3,000,000)</u>	<u>(3,000,000)</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u>11,125,055</u>	<u>8,481,419</u>	<u>8,049,680</u>	<u>(431,739)</u>
<b>FUND BALANCE - BEGINNING OF YEAR</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 11,125,055</u>	<u>\$ 8,481,419</u>	<u>\$ 8,049,680</u>	<u>\$ (431,739)</u>

These financial statements should be read only in connection with the accompanying notes to financial statements.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 1 - DEFINITION OF REPORTING ENTITY**

The Eagle Valley Transportation Authority (Authority) was formed by an intergovernmental agreement between the Beaver Creek Metropolitan District, the Town of Avon, the Town of Eagle, the County of Eagle (Eagle County), the Town of Gypsum, the Town of Minturn, the Town of Red Cliff and the Town of Vail (collectively the Members). The Authority was created as a regional transportation authority pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (Act). In November of 2022, the electorate of the Authority, subject to authorization of the intergovernmental agreement by the Members, approved the formation of the Authority and approved an initial sales tax to be imposed in all areas within the Authority's boundaries for general operating purposes. On December 9, 2022, the Authority was organized and authorized to exercise the functions conferred to it pursuant to the provisions within the intergovernmental agreement and state statutes.

The Authority is governed by a board of directors which is composed of one director and one alternate appointed by each Member. The board of directors is responsible for setting policy, appointing administrative personnel, adopting an annual budget in accordance with state statutes and performing all duties vested in or imposed on the Authority.

The purpose of the Authority is to plan, finance, implement and operate an efficient, sustainable and regional public multimodal transportation system at any location or locations within or without the boundaries of the Authority in accordance with the provisions of the intergovernmental agreement (see Note 6).

The Authority follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The Authority is not financially accountable for any other organization nor is the Authority a component unit of any other primary governmental entity.

As of December 31, 2023, the Authority had two employees and most operations and administrative functions were contracted.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The more significant accounting policies of the Authority are described as follows:

**Government-wide and Fund Financial Statements**

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the Authority. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities are normally supported by taxes and operating revenues. The statement of net position reports all financial and capital resources of the Authority. The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are sales taxes and operations revenues. Expenditures, other than interest on long-term obligations are recorded when the liability is incurred or the long-term obligation paid. All other revenue items are considered to be measurable and available only when cash is received by the Authority.

The Authority reports the following major governmental funds:

The General Fund is the Authority's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in other funds.



**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

The Housing Service Fund account for all financial resources to be used for housing-related revenue and expenses.

The Transit Capital Fund accounts for financial resources to be used for the acquisition or construction of major capital assets.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted first, then unrestricted resources as they are needed.

**Budgets**

In accordance with the Local Government Budget Law of Colorado, the Authority's board of directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures level and lapses at year end. The Authority's board of directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated. For the year ended December 31, 2023, supplementary appropriations approved by the Authority's board of directors modified the appropriation for expenditures in its General Fund.

**Pooled Cash and Investments**

The Authority follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

**Estimates**

The preparation of these financial statements in conformity with generally accepted accounting principles requires the Authority management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Fund Balances – Governmental Funds**

The Authority's governmental fund balances may consist of five classifications based on the relative strength of the spending constraints:

Nonspendable fund balance - the amount of fund balance that is not in spendable form (such as inventory or prepaids) or is legally or contractually required to be maintained intact.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Restricted fund balance - the amounts constrained to specific purposes by their providers (such as grantors, bondholders and higher levels of government), through constitutional provisions or by enabling legislation.

Committed fund balance - amounts constrained to specific purposes by the Authority itself, using its highest level of decision-making authority (i.e., board of directors). To be reported as committed, amounts cannot be used for any other purpose unless the Authority takes the same highest level action to remove or change the constraint.

Assigned fund balance - amounts the Authority intends to use for a specific purpose. Intent can be expressed by the Authority board of directors or by an official or body to which the Authority board of directors delegates the authority.

Unassigned fund balance - amounts that are available for any purpose. Positive amounts are reported only in the General Fund, all funds can report negative numbers.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Authority considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned or unassigned fund balances are available, the Authority considers amounts to have been spent first out of committed funds, then assigned funds and finally unassigned funds, as needed, unless the Authority board of directors has provided otherwise in its commitment or assignment actions.

**Net Position**

Net Position represents the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. The Authority can report three categories of net position as follows:

Net investment in capital assets – consists of net capital assets, reduced by outstanding balances of any related debt obligations and deferred inflows of resources attributable to the acquisition, construction, or improvement of those assets and increased by balances of deferred outflows of resources related to those assets.

Restricted net position – Net position is considered restricted if their use is constrained to a particular purpose. Restrictions are imposed by external organizations such as federal or state laws. Restricted net position is reduced by liabilities and deferred inflows or resources related to the restricted assets.

Unrestricted net position – consists of all other net position that does not meet the definition of the above two components and is available for general use by the Authority.

When an expense is incurred for the purposes for which both restricted and unrestricted net position are available, the Authority will use the most restrictive net position first.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 3 - CASH AND INVESTMENTS**

Cash and investments as of December 31, 2023 are classified in the accompanying statement of net position as follows:

Cash and investments	<u>\$ 10,417,937</u>
----------------------	----------------------

Cash and investments as of December 31, 2023 consist of the following:

Deposits with financial institutions	\$ 527,267
Certificates of deposit	3,568,363
Investments	<u>6,322,307</u>
Total cash and investments	<u>\$ 10,417,937</u>

**Cash Deposits**

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The state commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

As of December 31, 2023, the Authority's deposits had a bank and carrying balance of \$4,095,630.

**Investments**

**Credit Risk**

The Authority has not adopted a formal investment policy; however, the Authority follows state statutes regarding investments.

**EAGLE VALLEY TRANSPORTATION AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2023**

**NOTE 3 - CASH AND INVESTMENTS (CONTINUED)**

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- \* Obligations of the United States and certain U.S. government agency securities and the World Bank
- General obligation and revenue bonds of U.S. local government entities
- Bankers' acceptances of certain banks
- Commercial paper
- Certain reverse repurchase agreements
- Certain securities and lending agreements
- Certain corporate bonds
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- \* Local government investment pools

The Authority generally limits its concentration of investments to those noted with an asterisk (\*) above, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the Authority is not subject to concentration risk disclosure requirements or subject to investment custodial risk for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the board of directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

As of December 31, 2023, the Authority had the following investments:

<u>Investments</u>	<u>Maturity</u>	<u>Fair Value</u>
Colorado Local Government Liquid Asset Trust	Weighted average under 60 days	<u>\$ 6,322,307</u>

**Colostrust**

During 2023, the Authority invested in COLOTRUST PLUS+, one of the three portfolios offered by the Colorado Local Government Liquid Asset Trust (Colostrust). Colostrust is an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing Colostrust. COLOTRUST PLUS+ operates similarly to a money market fund and each share is equal in value to \$1.00. COLOTRUST PLUS+ may invest in U.S. Treasury securities and repurchase agreements collateralized by such securities, certain securities of U.S. government agencies or repurchase agreements collateralized by such securities, collateralized bank deposits, AAAM rated government money market funds, corporate bonds and highest rated commercial paper.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 3 - CASH AND INVESTMENTS (CONTINUED)**

A designated custodial bank serves as custodian for Colotrust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for Colotrust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by Colotrust. Colotrust PLUS+ is rated AAAM by S&P Global Ratings.

**Investment Valuation**

Certain investments measured at fair value on a recurring basis are categorized within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The Authority's investments are not required to be categorized within the fair value hierarchy. These investments are measured at amortized cost or in certain circumstances the value is calculated using the net asset value (NAV) per share, or its equivalent of the investment. These investments include 2a7-like external investment pools and money market investments. The Authority held investments in Colotrust and Federated U.S. Treasury Cash Reserves at year end for which the investment valuations were determined as follows.

Colotrust determines the NAV of the shares of COLOTRUST PLUS+ as of the close of business on each day. The NAV per share is computed by dividing the total value of the securities and other assets of the portfolios, less any liabilities, by the total outstanding shares of the portfolios. Liabilities, which include all expenses and fees of the portfolio, are accrued daily. The NAV is calculated at fair value using various inputs to determine value in accordance with FASB guidance. It is the goal of COLOTRUST PLUS+ to maintain a NAV of \$1.00 per share, however changes in interest rates may affect the fair value of the securities held and there can be no assurance that the NAV will not vary from \$1.00 per share. There are no unfunded commitments, the redemption period frequency is daily and there is no redemption notice period.

**NOTE 4 – FUND EQUITY**

At December 31, 2023, the Authority reported the following classification of fund equity.

Nonspendable Fund Balance

The nonspendable fund balance in the General Fund in the amount of \$3,170 represents prepaid expenditures for the ensuing fiscal year and is therefore not in spendable form.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 4 – FUND EQUITY (CONTINUED)**

Restricted Fund Balance

The restricted fund balance in the General Fund in the amount of \$15,900 is comprised of the Emergency Reserves that have been provided for as required by Article X, Section 20 of the Constitution of the State of Colorado.

Assigned Fund Balance

The assigned fund balance in the amount of \$1,000,000 is to be used exclusively for housing-related expenses.

The assigned fund balance in the amount of \$2,000,000 is to be used exclusively for the acquisition or construction of major capital assets.

**NOTE 5 – NET POSITION**

The Authority's net position consists of three components – net investment in capital assets, restricted and unrestricted.

The net investment in capital assets consists of capital assets owned by the Authority, net of accumulated depreciation, if applicable, and reduced by the outstanding balances of bonds mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvements of those assets.

The restricted portion of the net position includes amounts that are restricted for use either externally by creditors, grantors, contributors, or laws and regulations of other governments; or imposed by law through constitutional provisions or enabling legislation. The Authority's restricted net position as of December 31, 2023 consists of the TABOR emergency reserve in the amount of \$15,900 (Note 7).

In the government-wide financial statements, the Authority's unrestricted net position as of December 31, 2023 totaled \$11,033,780.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 6 – INTERGOVERNMENTAL AGREEMENT**

On September 1, 2022, the Members entered into an intergovernmental agreement (IGA) for the formation of the Authority and on November 8, 2022, the electors authorized establishment of the Authority and approved an initial sales tax of 0.50% to be imposed in all areas within the Authority's boundaries for general operating purposes. The IGA also provides that Eagle County will pay to the Authority a proportion of the proceeds of the existing Eagle County Regional Transit Authority (ECRTA) 0.5% transportation sales tax (ECO Transit Tax) to be used for the financing, construction, operation and maintenance of mass transportation systems within Eagle County. The proportion of the ECO Transit Tax to be paid to the Authority is to be no less than 85% and no more than 90% of the total sum collected in Eagle County in order to allow Eagle County to continue to meet its obligations to its trails program.

The Authority and Eagle County have agreed to use their best efforts to transfer all assets and liabilities of ECRTA that are to be transferred to the Authority under the IGA within a 24-month period from December 9, 2022, the date of the election authorizing the establishment of the Authority (ECRTA Transition Period) and to implement a transition plan (Transition Plan) consistent with the framework included in the IGA. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships and matters concerning the allocation of operating and capital costs and resources will be resolved. The Transition Plan is to be approved, and may subsequently be amended, by mutual agreement of the Authority and Eagle County. As of December 31, 2023 and the date of this audit, the Transition Plan has not yet been approved. Eagle County's pledge of the ECO Transit Tax and the transfer of associated assets is contingent upon approval of the Transition Plan.

Once the Transition Plan has been approved, the Authority will assume responsibility for the services provided by ECRTA and will receive their share of the ECO Transit Taxes from Eagle County and transfers of the operating revenues from ECRTA. The Authority will assist Eagle County to cause all relevant Eagle County assets, liabilities, personnel, contracts and operations to be formally transferred and assigned to the Authority, and to enter into any required intergovernmental agreements, leases, or other contractual arrangements to enable such transfers or assignments, prior to the conclusion of the ECRTA Transition Period.

The IGA also states that a Member may, at its sole discretion, offer to make cash contributions or provide in-kind services to the Authority or pay costs that otherwise would have been paid by the Authority (Discretionary Member Contribution). If a Member offers to make a Discretionary Member Contribution, the Authority may, subject to board approval on a case-by-case basis in its discretion, provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equivalent to the Discretionary Member Contribution.

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 6 – INTERGOVERNMENTAL AGREEMENT (CONTINUED)**

The IGA requires the Authority to actively pursue grants to support its activities for both operating and capital costs and to cooperate and assist Members in their pursuit of grants for transportation projects. In addition, the Authority may fund capital projects through: (a) issuance of bonds pursuant to Section 609 of the Act if voter approval is obtained for the issuance of such bonds as required by Section 612(2) of the Act, (b) lease-purchase or other permitted agreements, or (3) one or more agreements with one or more Members.

The IGA provides service goals for the Authority and requires that the Authority use reasonable efforts to achieve increased capacity and/or service frequency, new transit routes and additional transit services, development of zero-emission plans for buses and facilities, expanded year-round air service and a five-year transit development plan. In addition, the Authority is to allocate a portion of available revenues to upgrade existing facilities, support fleet replacement and provide for construction of transit-related and transit-supportive facilities in order to support planned expansion, service, additional operations and/or dedicated staff housing.

The Authority has (subject to limitations as set forth in the IGA), all of the powers granted to regional transportation authorities by the Act and all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. The IGA includes specific responsibilities of the Authority related to the planning, funding, capital projects and improvements, operations, management and coordination of and communication with regional, state and federal entities related to all aspects of the regional transportation systems. The Authority is authorized to enter into contracts with any Member or other persons or entity for the provision of transit services.

The term of the IGA shall terminate when all the then-current Members agree in writing to terminate the IGA, so long as the Authority has no outstanding bonds. Upon termination of the IGA, the net assets of the Authority will be distributed to the parties who are Members at such time in proportion to the sum of: the amount of cash and the value of property and services contributed by each such Member minus the amount of cash and the value of property previously distributed to them by the Authority; and, the total amount of Authority taxes or other charges (other than fares) paid by such Member's residents, during the period of time such party was a Member, with taxes or other charges paid by residents of areas of counties that are also located within a municipality or special district allocated 100% to the municipality or special district for such purposes.

**NOTE 7 – TAX, SPENDING AND DEBT LIMITATIONS**

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments, except Enterprise.



**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**NOTES TO FINANCIAL STATEMENTS**  
**December 31, 2023**

**NOTE 7 – TAX, SPENDING AND DEBT LIMITATIONS (CONTINUED)**

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue. TABOR requires local governments to establish emergency reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

The ballot question approved by voters on November 8, 2022 authorized the Authority to collect and spend the proceeds of taxes, contributions, investment income and all other revenues, without regard to the limitations imposed by TABOR, effective January 1, 2023.

The Authority's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

**NOTE 8 – SUBSEQUENT EVENT**

On April 2, 2024, the Authority, State of Colorado and Eagle County entered into an intergovernmental agreement for the purchase of five 40-foot hybrid Gillig buses that the County previously budgeted and appropriated. Pursuant to the IGA and Transition Plan as discussed in Note 6, in order to ensure continuity of services and due to the expected 15-month lead time for production of the vehicles, the County agreed to transfer the amount of \$4,934,605 to the Authority to fund the purchase. The Authority agreed to hold, maintain, budget and appropriate such funds for the sole purpose of funding the bus order. In addition, the Authority will hold title to and assume all responsibilities associated with the vehicles.

This information is an integral part of the accompanying financial statements.

## **SUPPLEMENTARY INFORMATION**

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
**HOUSING SERVICE FUND**  
**Year Ended December 31, 2023**

	<u>Budget Amounts</u> <u>Original and</u> <u>Final</u>	<u>Actual</u>	<u>Variance with</u> <u>Final Budget</u> <u>Positive</u> <u>(Negative)</u>
<b>REVENUE</b>			
Total revenues	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>			
Total expenditures	-	-	-
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	-	-	-
<b>OTHER FINANCING SOURCES</b>			
Transfer from General Fund	-	1,000,000	1,000,000
Total other financing sources	-	1,000,000	1,000,000
<b>NET CHANGE IN FUND BALANCE</b>	-	1,000,000	1,000,000
<b>FUND BALANCE - BEGINNING OF YEAR</b>	-	-	-
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ -</u>	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**BUDGET AND ACTUAL**  
**TRANSIT CAPITAL FUND**  
**Year Ended December 31, 2023**

	<u>Budget Amounts</u> <u>Original and</u> <u>Final</u>	<u>Actual</u>	<u>Variance with</u> <u>Final Budget</u> <u>Positive</u> <u>(Negative)</u>
<b>REVENUES</b>			
Total revenues	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>			
Total expenditures	-	-	-
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	-	-	-
<b>OTHER FINANCING SOURCES</b>			
Transfer from General Fund	-	2,000,000	2,000,000
Total other financing sources	-	2,000,000	2,000,000
<b>NET CHANGE IN FUND BALANCE</b>	-	2,000,000	2,000,000
<b>FUND BALANCE - BEGINNING OF YEAR</b>	-	-	-
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ -</u>	<u>\$ 2,000,000</u>	<u>\$ 2,000,000</u>

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

**Meeting Date:** 06/12/2024

---

---

**SUBJECT:** Zero-Fare Transit Grant Program

**RECOMMENDED ACTIONS:**

- 1) Provide direction to staff regarding participation in upcoming Zero Fare Transit programs.

---

---

**BACKGROUND:**

Governor Polis signed Senate Bill-032 on May 16, 2024. This bill creates the Zero Fare Transit Fund and allows eligible agencies in Colorado to apply through the Colorado Association of Transit Agencies (CASTA) for one of two Zero Fare grant programs: an Ozone Season Transit Grant or a Youth Ride Free Transit Grant. This program replaces the previous zero-fare grant program that has been in place for the past two years.

***Agencies can choose either, but not both, of the following options:***

- 1) Ozone Season Transit Grant** program funding can be used for a zero-fare program during the ozone season in July - August of 2024, and June - August of 2025. An agency must provide 30 full days of fare-free transit during the ozone season. ***Applications for the Ozone Season program must be submitted by June 14.***
- 2) Youth Ride Free** grant program funding can be used to provide zero fare for youth from September 2024 - August 2025. Zero fares for youth must be offered for the entire period. ***Applications for the Youth Ride Free program will open later in the year.***

At the May 22 meeting, EVTA staff recommended participation in the Youth Ride Free program as a way to support youth travel across all EVTA fare zones during the 2024-2025 school year. Several Board members expressed interest in choosing the program that would maximize available grant funds and asked for additional information

regarding the financial implication of choosing one program or the other before deciding. Our analysis produced the following:

- 1) **Ozone Program Option:** Participating in the ozone program for the month of August (31 days) would equate to a maximum of \$125,216 if both Gypsum and Leadville are included. This assumes a 50% increase in ridership generated by fare free operation, which is what models generally predict absent other system improvements.
- 2) **Youth Fare-Free Option:** Participating in the youth program would equate to a maximum of \$71,776. This assumes the same 50% increase in ridership and estimates that youth ridership is distributed equally across fare-free and fare-paying zones.

Actual reimbursement would be based on actual ridership figures.

Based on these numbers, EVTA would be eligible for an additional \$53,440 should we pursue the ozone program. However, operational considerations should also be taken into account. These include:

- 1) **Potential Passenger Capacity Issues:** EVTA/ECO have increased service on the Valley route, which includes Gypsum, to ensure sufficient capacity to accommodate the increase in passengers expected by our move to fare-free from Eagle to Vail. Leadville routes have not been increased. Increased passenger loads could lead to overcrowding and/or a need to add additional service. In reviewing current ridership figures and speaking with operators, we do not believe this will be an issue.
- 2) **Communication Issues:** Fare changes and fare reductions, both temporary and permanent create increased workload and place pressure on frontline staff. Some communication concerns raised by staff include:
  - ECO Transit Customer Service staff, Bus Operators, and customers have just successfully navigated the challenge of moving to a system that includes both fare-free and fare-paying zones. This has been a significant effort, helped by a clear message: some jurisdictions pay an additional tax that essentially pays for their fare, others do not. While the ozone

campaign is supported by a separate and totally unrelated funding source, this will be hard to communicate to riders effectively. Some might mistakenly believe that the previous policy has changed and that Gypsum and Leadville have been added to the “normal” fare-free zones. Returning to fares after the program will create additional confusion. Messaging around year-round fare-free travel for all youth would be much easier.

- Many customers and businesses purchase 30-day passes, we recommend a minimum of 45 days notice to make any fare changes. This allows us time to inform individual and business customers so they can plan ahead and avoid purchasing non-refundable passes they do not plan to use. Education for the program would have to start immediately.
- EVTA Marketing and Communications staff are focused on several current marketing projects (Internal Brand Launch, Bus Design, Bus Wrapping Project, External Brand Launch, etc.). Adding an additional promotional campaign exceeds our current resources. It's crucial for us to manage our resources effectively and prioritize our most critical projects.
- We are already being approached by numerous organizations asking us to provide fare-free service for events in Gypsum for a variety of reasons. EVTA does not yet have a policy for these requests in place. Confusion about the “why” behind this fare-free program could generate more requests before we are prepared with a policy to field them.

**3) Timing Issues:** The Ozone Program will need to kick off in July and August – right at the same time we are finalizing transition elements and launching our new brand. There is more flexibility around when we could start a Youth program.

**STAFF RECOMMENDATION:**

While the monetary value of the Ozone Program may be higher, operational challenges outweigh that benefit. Staff recommends selecting the Youth Ride Free Program option and implementing it after the ECO/EVTA transition is complete.

---

**ATTACHMENTS:**

None

## **Implementation of Vacation, Sick and Holiday Pay**

**To:** The Eagle Valley Transportation Authority Board

**From:** Aryn Schlichting, EVTA Director of People & Culture

**Meeting Date:** June 12th, 2024

---

**SUBJECT:** Vacation and Holiday Pay

**RECOMMENDED ACTION:** Approve the recommended accruals, pay practices, and transition plan as presented for vacation and holiday pay.

---

### **BACKGROUND:**

At EVTA, we believe that comprehensive leave benefits are vital for a well-rested and effective workforce. Below are our recommendations for holiday and vacation pay, once approved, will be integrated into the employee handbook for review and implementation.

For holiday pay, we have aligned our benefits with those of Eagle County, ensuring they are both affordable and sustainable for our operations.

We have enhanced the vacation time to a more generous benefit for several reasons, revisiting our desire to remove tenure from benefits.

1. **Equity in Recruiting:** Time off is one of the major benefits negotiated outside of pay in job offers. By offering an attractive vacation package, we level the playing field for all potential hires.
2. **Attracting Local Talent from Other Industries:** To hire locally and draw career changers from various sectors (hospitality, retail), this benefit allows them to retain their accrued vacation benefits, thereby recognizing and rewarding their experience from any industry and encouraging them to start a career in transportation.
3. **Turnover in Early Years:** Transit sees significant turnover in the first and second years, these are the staff members often with challenging schedules (late nights, early mornings, large splits). By providing ample vacation time upfront, we aim to improve retention during these critical early years.



4. Flexibility for Different Life Stages: Our programs provide flexibility for different life stages, allowing employees to recharge and return ready to deliver excellent service. Everyone's needs are different, and our policy reflects that.
5. Importance of Rest for Drivers: Driving requires employees to be calm, focused, and well-rested. Ample time away from work is essential for attracting and retaining top drivers, ensuring they always perform at their best.
6. Average Tenure and Accrual Rates: The average tenure at ECO is 6.5 years (8 years excluding new hires), with an average accrual rate of 15.4 days. This supports offering a consistent and substantial vacation benefit.

By implementing these policies, we demonstrate our commitment to fostering a supportive and balanced work environment, ultimately leading to higher employee satisfaction and better service delivery.

## **PROPOSED HOLIDAY AND VACATION**

### Sick

All employees will accrue paid medical leave at a rate of 0.04225 hours per hour worked, up to a maximum of 3.38 hours per pay period. Employees may carry over accrued medical leave from one year to the next, with a maximum balance cap of 320 hours. Full-time employees who work 80 hours each pay period can expect to accrue medical leave at a rate of 3.38 hours per pay period.

### Holiday Pay

We will offer 11-12 holidays annually, aligned with the county holiday schedule which includes 1 floating holiday. This provides consistency and ensures our employees can plan their time off around established public holidays. Employees who work on the holiday will receive double pay for the day (8 hours for 8 hours shift & 10 hours for 10 hour shift). If a holiday falls on a day off the employee will still receive the additional 8 hours added to the paycheck.

### Vacation Pay

All regular full-time employees are eligible to begin accruing vacation time based on hours worked beginning their date of hire. Part-time & Seasonal employees are not eligible for vacation time.

Full-Time employees accrue vacation time at a rate of 6.15 hours per pay period, which is designed to provide approximately 4 weeks of vacation time per year.

The maximum accrual for vacation time is capped at 240 hours. Once an employee reaches this cap, they will stop accruing additional vacation time until they use some of their accrued vacation. Employees are encouraged to schedule and use their vacation time responsibly to ensure a healthy work-life balance. Vacation time must be requested and approved by the employee's supervisor in advance, following EVTA's scheduling policies.

### **ECO STAFF TRANSITION**

Eagle County Government has confirmed that all ECO employees will be paid out their vacation time following their separation from Eagle County Government. Many employees have scheduled vacations after the August 4th start date, so we propose front-loading 40 hours of vacation time upon hire at the EVTA. This approach allows employees to take their pre-scheduled time off without going into a negative balance, at no cost to the EVTA. To clarify, this is not added vacation but just providing a portion upon hire instead of waiting for the accruals to add up.

To standardize the accrual process, vacation accruals will be paused for the first 6 pay periods, allowing a catch-up period. Regular vacation accrual will commence in November. This ensures that all employees receive the same amount of vacation time within the year while providing some upfront time to use as needed.

Additionally, we propose to grandfather in any employees who are currently at the highest level of accruals at Eagle County Government. These employees will continue to accrue vacation time at a rate of 6.77 hours per pay period, averaging 176 hours per year.

EVTA will recognize and transfer employees' medical leave balances from Eagle County, up to a maximum of 320 hours, as a one-time event due to the nature of the transition.

### **Financial Considerations**

Based on our financial modeling, we recognize that vacation time represents both a financial liability—whether paid out or recorded "on the books"—and a staffing challenge, given the need to backfill hourly operations staff positions during their absence.

### 1. Financial Liability

If all employees were to leave and require payout for their accrued vacation time at the end of the year, the financial liability would amount to \$615,552.28.

Although this scenario is unlikely, our finance team will continue to account for sick leave, vacation, and holiday pay in their financial planning.

### 2. Staffing Adjustments

Our current staffing models and number of drivers are based on coverage needs to accommodate employees on sick and vacation leave. If we were to increase the amount of time off, the potential increase in coverage hours would be approximately 2,504 hours. Given that an average full-time employee works 2,080 hours per year, this would necessitate hiring one full-time employee (FTE) and a part-time employee (0.25 FTE) to cover the additional shifts.

### 3. Cost Projections

The table below outlines the projected costs associated with implementing the proposed vacation pay policies. The Finance Director confirms that, although this was not a separate line item in the ECO budget, it will fall within our 2024 budget parameters.

Item	Cost
Financial Liability Payout	\$522,076.78
1 Full-time Employee	\$86,702.68
0.25 Part-time Employee	\$21,675.67

### Conclusion

These recommendations have been reviewed and supported by the Personnel Committee and the Driver Committee. Implementing these changes demonstrates our commitment to providing competitive benefits that align with industry standards while managing financial and operational impacts effectively. We believe this initiative will foster a more satisfied and productive workforce.

**To:** The Eagle Valley Transportation Authority Board

**From:** Ursula Hayden, EVTA Director of Finance

**Meeting Date:** June 12th, 2024

---

**SUBJECT:** ERP Solution Recommendation

**RECOMMENDED ACTION:** Approve contract for ERP PRO from Tyler Technologies

---

**BACKGROUND:**

EVTA currently outsources its accounting services to Community Resource Services of Colorado (CRS). This arrangement, while functional, presents several challenges:

1. **Cost:** Outsourcing accounting services is a significant ongoing expense for EVTA.
2. **Limited Data Access and Control:** EVTA has limited direct access and control over its financial data, relying on CRS to provide reports and insights.
3. **Manual Processes:** To mitigate costs, the EVTA finance team has resorted to manually tracking financial data and submitting it to CRS for entry into their Great Plains ERP system. This is a time-consuming and error-prone process.
4. **Lack of Integration:** The manual data transfer creates a disconnect between EVTA's operational systems and its financial records, hindering real-time reporting and analysis.

Implementing an ERP solution tailored to EVTA's specific needs would address these challenges and provide numerous benefits:

- **Cost Savings:** Bringing accounting functions in-house will eliminate outsourcing expenses.
- **Improved Data Control and Visibility:** An ERP system would give EVTA direct access and control over its financial data, enabling real-time reporting, analysis, and decision-making.
- **Streamlined Processes:** Automation of financial processes would eliminate manual data entry, reducing errors and freeing up finance staff for higher-value tasks.
- **Enhanced Integration:** Integrating financial data with EVTA's operational systems would provide a holistic view of the organization, enabling more informed and strategic decision-making.

- **Compliance and Security:** A modern ERP system can ensure compliance with financial regulations and enhance data security, protecting EVTA from potential risks.

**EVALUATION OF OPTIONS:**

This proposal outlines the evaluation of three potential Enterprise Resource Planning (ERP) software solutions for the Eagle Valley Transportation Authority (EVTA). After careful consideration, we recommend **Tyler Technologies ERP PRO Software** as the most suitable option due to its public sector focus, compliance adherence, and cloud-based advantages.

The table below summarizes the key features, costs, and advantages/disadvantages of each considered solution:

<b>Feature</b>	<b>Tyler Technologies (ERP PRO)</b>	<b>MIP Fund Accounting</b>	<b>Microsoft Dynamics 365</b>
<b>Cost (Software - Year 1)</b>	\$29,914	\$50,508	Not applicable
<b>Cost (Implementation)</b>	\$50,400	\$36,000	\$87,710 (estimated)
<b>Data Hosting</b>	SaaS (Included)	On-Premises	Not applicable
<b>Total Cost (Year 1)</b>	<b>\$80,314</b>	<b>\$86,508</b>	<b>\$87,710</b> (estimated)
<b>Compliance</b>	Compliant for GCC/GCC High tenants	Meets elevated compliance requirements with on-premises version	Not compliant for GCC/GCC High tenants

---

**Top Choice- Tyler Technologies ERP PRO:**

- **Public Sector Expertise:** Designed specifically for public sector entities, Tyler Technologies offers a deeper understanding of EVTA's workflow and regulations, potentially streamlining implementation and ongoing use.

- **Meets Compliance Requirements:** Tyler Technologies adheres to the stringent GCC/GCC High security standards critical for EVTA's data protection.
- **Cloud-Based Advantages:** SaaS (Software as a Service) deployment provides scalability, remote work capabilities, and reduced IT burden for EVTA. Here's a breakdown of the benefits:
  - **Enhanced Security:** Data is monitored and protected 24/7 by dedicated security professionals.
  - **Reliable Backups:** Daily backups ensure data redundancy and recovery in case of any issues.
  - **Reduced IT Costs:** Eliminates the need to purchase and maintain servers, reducing hardware and staff costs associated with backups and updates.
  - **Automatic Updates:** The software is constantly updated with the latest features and enhancements.

**Implementation Timeline:** While the typical implementation timeline for ERP PRO is estimated to be 6-9 months, staff anticipates a potentially shorter duration for EVTA. This is due to the limited scope of data migration, which will only include EVTA's 2023 financial data and current 2024 financial activities.

Considerations Regarding Other Options:

- **MIP Fund Accounting:** While offering a lower software cost after year one, the upfront implementation cost is higher. Additionally, the cloud solution may not meet compliance requirements, and the on-premises solution necessitates significant internal IT management and security resources.
- **Microsoft Dynamics 365:** Although a robust system from a major vendor, it carries the highest implementation cost and lacks GCC/GCC High compliance, making it a less suitable option for EVTA.

## **FINANCIAL CONSIDERATIONS:**

While not budgeted for in 2024, we propose a phased implementation and payment plan to address this:

- **SaaS Fees:** Prorated from July to December 2024, resulting in an initial payment of \$14,957.
- **Tyler University:** The \$475 annual fee for Tyler University covers access to the following resources:

- **Product Training:** In-depth courses on how to use the different modules and features of ERP Pro, tailored to different roles within EVTA.
- **Ongoing Learning:** Resources to stay up-to-date on new features, best practices, and industry trends.
- **Implementation Costs:** Billed incrementally as modules are implemented, providing flexibility and alignment with the project's progress.

#### **RECOMMENDATION:**

Investing in a suitable ERP solution is crucial for EVTA to achieve long-term financial sustainability, improve operational efficiency, and gain better control over its financial data. The selection and implementation of an ERP system will be a strategic investment in the future of EVTA.

We strongly recommend **Tyler Technologies ERP Software** as the most advantageous choice for EVTA's ERP system. Its public sector focus, compliance adherence, and cloud-based features offer a comprehensive solution that aligns with EVTA's needs and long-term goals.

#### **ATTACHMENTS:**

1. Tyler Technologies ERP PRO Sales Quotation
2. Tyler Technologies ERP PRO Software as a Service Agreement
3. Tyler Technologies ERP PRO Scope of Work



**Sales Quotation For:**  
 Eagle Valley Transportation Authority  
 3289 Cooley Mesa Rd  
 Gypsum CO 81637

Quoted BY Ryan Ellertson  
 Quote Expiration 10/13/24  
 Quote Name Eagle Valley Transport SaaS

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
<b>ERP Pro powered by Incode</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 14,786	\$ 739	\$ 14,047
Fixed Assets	\$ 1,865	\$ 93	\$ 1,772
Grants Management	\$ 1,479	\$ 74	\$ 1,405
Project Accounting	\$ 3,469	\$ 173	\$ 3,296
Accounts Receivable	\$ 3,891	\$ 195	\$ 3,696
<b>Tyler One</b>			
<b>Identity</b>			
Identity Workforce Advanced [5]	\$ 30	\$ 0	\$ 30
<b>Data &amp; Insights powered by Socrata</b>			
Finance Insights	\$ 9,000	\$ 450	\$ 8,550
<b>Content Manager Suite</b>			



Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Content Manager Core	\$ 5,466	\$ 273	\$ 5,193
<b>TOTAL:</b>	<b>\$ 39,986</b>	<b>\$ 1,997</b>	<b>\$ 37,989</b>
<b>Term # of Years:</b>	<b>3</b>		

Tyler Annual Services			
Description	List Price	Discount	Annual
<b>ERP</b>			
<b>Other Services</b>			
Tyler University	\$ 500	\$ 25	\$ 475
<b>TOTAL:</b>	<b>\$ 500</b>	<b>\$ 25</b>	<b>\$ 475</b>

Tyler Fees per Transaction		Net Unit Price
Description		
<b>ERP Pro powered by Incode</b>		
<b>ERP Pro 10 Financial Management Suite</b>		
AP Automation		\$ 0.00

Services		
Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	220	\$ 31,900
Data Conversion Services		\$ 10,750

<b>Services</b>		
Description	Hours/Units	Extended Price
Project Management	1	\$ 1,950
Data & Insights powered by Socrata		
Professional Services	28	\$ 4,060
Content Manager Suite		
Professional Services	40	\$ 5,800
<b>TOTAL:</b>		<b>\$ 54,460</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS		\$ 37,989
Total Tyler Services	\$ 54,460	\$ 475
<b>Summary Total</b>	<b>\$ 54,460</b>	<b>\$ 38,464</b>

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

### **Core Financials**

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

### **Identity Workforce Advanced [5]**

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

### **Invoice Approvals**

Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.

### **General Ledger History Data Conversion**

General Ledger History conversion includes unlimited historical records

### **General Ledger Data Conversion**

General Ledger conversions include Chart of Accounts - additional fee for historical views.

### **Accounts Receivable Data Conversion**

Accounts Receivable conversions include master files (contacts properties)

### **Accounts Payable History Data Conversion**

Accounts Payable History conversion includes unlimited historical records

### **Accounts Payable Data Conversion**

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

## AP Automation

AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: <https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use>

## ERP PRO

# General Ledger

**IMPROVE  
EFFICIENCY**

Automate routine processes and tailor the system to meet your unique needs.

**ENSURE  
ACCURACY**

Automatic balancing tools and a full audit trail helps improve usability and maintain accuracy.

**TYLER  
INTEGRATIONS**

This application integrates with Tyler's comprehensive ERP Pro product suite.

Tyler's ERP Pro General Ledger is the heart of the financial application suite, providing comprehensive flexibility and control of financial transactions. This feature-rich fund accounting application automates routine functions and provides access to the source document for many transactions in the general ledger. Users can instantly review and report on relevant financial information. Automatic balancing tools maintain accurate data without excessive data entry while ensuring compliance with standard accounting procedures.

## INFORMATION AND REPORTS

- Exports report results to other data formats including Adobe® PDF, Microsoft® Excel® and Word, and Text.
- Produces predefined reports including General Ledger Detail Report, Chart of Accounts, Transaction Report, Budget Report, Budget Comparison Report, and Cash Analysis Report.
- Generates financial statements tailored to the client's preferences (balance sheet, income statement, and statement of cash flows). Financial statements may be produced in pivoted and comparison formats.
- Gives users the option to create their own unique financial statements using the integrated Financial Statement Designer.
- Groups accounts together for quick selection when generating reports.
- Schedules reports to be delivered to users at a specific date/time.
- Maintains a complete audit trail for journal entry reversal and reposting.
- Delivers powerful financial management tools at the individual account level with convenient access to comprehensive information such as account status, detail transactions, and balance tracking for actual, budget, and encumbrance activity.
- Streamlines account budget visibility. Displays a budget analysis graph for each budgeted line item to compare encumbered and actual dollars against budgeted dollars for the fiscal year. Budget may be viewed in period and fiscal breakdowns.
- Gives users search grids with printing and exporting capabilities, including a detailed transaction history grid and budget summary grid.

...continued on back

## TRANSACTION EFFICIENCY

- Calculates and tracks allocations such as interest allocation without the need for a separate spreadsheet, and supports multiple allocation methods.
- Configures account structures by each account type (asset, liability, capital, revenue, and expenditure) for optimal effectiveness.
- Allows accounts to be included in multiple chart of accounts.
- Provides multiple time-saving features for journal entry processing with allocation templates, automatic reversals, default post dates, text file imports, document attachment, and reposting capabilities.
- Automatically creates all inter-fund balancing entries when posting transactions across multiple funds.
- Supports concurrently open fiscal years to accommodate the entity's audit schedule. Periods within open fiscal years may be closed as needed.
- Automates the fiscal year-end closing process. Journal entries may be posted to a closed fiscal year as needed for adherence with audit adjustments.
- Provides tools to easily extract financial information into an existing Microsoft Excel spreadsheet.

## USER-FRIENDLY

- Complete audit functions include footprints for all transactions and audit logs for tracking changes to data.
- Comprehensive accounting security controls user access at the account and budget level.
- General Ledger accounts offer secured add/edit functionality from anywhere in the system.
- Notes feature for accounts captures pertinent information.
- Document attachment feature provided at the account level.
- Time-saving mass add account feature quickly creates new accounts based on existing accounts.

## ERP PRO

# Accounts Payable



## IMPROVE EFFICIENCY

Automate routine processes and tailor the system to meet your unique needs.



## SIMPLIFY REPORTING

Easily generate a variety of reports, which can be exported to commonly used programs.



## TYLER INTEGRATIONS

This application integrates with Tyler's comprehensive ERP Pro product suite.

Tyler's ERP Pro Accounts Payable facilitates cash, accrual, and modified accrual-basis accounting. Accounts Payable makes it easy to monitor cash flow, manage disbursements, and reduce data entry duplication. Its flexibility allows users to process invoices, as well as debit and credit memos, while maintaining audit trails for data input integrity. Its multiple vendor features allow users to search by vendor name, vendor number, or DBA name; maintain multiple addresses; set payment terms; view a comprehensive transaction history; and manage 1099 reporting with ease. This application integrates seamlessly with other ERP Pro modules including General Ledger, Purchase Orders, Payroll, Bank Reconciliation, Fixed Assets, Project Accounting, and Work Orders, as well as with Business Licenses, Building Projects, Sales Tax, and Special Assessments for refund check processing.

## INFORMATION AND REPORTS

- Offers a variety of reporting options including open payables, cash requirements, and payment registers.
- Includes the Open Payable Report, which shows payables for user-specified funds and filters the payables on the report by a range of dates. Tracks improvements or additions to existing assets.
- Tracks 1099-MISC and 1099-S reportable transactions, prints 1099 and 1096 forms, and produces electronic files for federal and state reporting.
- Tracks sales and use taxes.
- Exports report results to other data formats, including Adobe® PDF, Microsoft® Excel® and Word, and Text.
- Creates a virtually paperless office using integrated document management functionality.
- Provides inquiry and management tools for key vendor information, including the ability to email EFT and PO notices to vendors directly from within the application.
- Presents vendor transaction history in dynamic, configurable grids with powerful query tools that provide easy printing and data export functions.
- Delivers comprehensive control of the payment process and cash requirements.
- Produces registers and audit reports necessary for a complete audit trail.

...continued on back

## TRANSACTION EFFICIENCY

- Provides efficiencies for creating vendor payables based on a defined payment schedule or template.
- Tracks multiple user-defined asset classes automatically.
- Allows for on-demand check writing; creates a new asset based on an existing record using the built-in copy function.
- Displays outstanding purchase orders for a vendor during payable entry.
- Comprehensive transaction history available on vendors including payments, outstanding payables, purchases, and purchase orders.
- Allows items to be expensed to a virtually unlimited number of accounts and funds; provides a user-friendly interface.
- Supports check writing from separate funds, a disbursement fund, or a pooled cash fund; gives users the ability to review and evaluate items posted to fixed asset general ledger accounts in a preliminary asset file to determine proper accounting treatment.
- Allows automatic payment selection by vendor, due date, or manual payment selection.
- Captures multiple user-defined data elements through use of comment codes.
- Supports multiple payment methods, over-budget checking, and docket/claim numbering.
- Provides add/edit functionality for general ledger accounts and vendors during payable processing.
- Provides the ability to import payables via flat/text file.
- Supports payment-to-purchase card vendor while tracking purchases from vendor detail.

## USER-FRIENDLY

- Prevents duplicate payable numbers.
- Allows unlimited user-defined fields to be added at the vendor level to capture unique information tracking needs.
- Provides a tool to change the status of multiple vendors at one time based on last activity date.



## ERP PRO

# Fixed Assets



### STREAMLINE REPORTING

Easily generate a variety of reports related to your assets, which can be exported to commonly used programs such as Excel.



### ENHANCE EFFICIENCY

Automate the management, tracking, and accounting of assets across your organization.



### AUTOMATE PROCESSES

Post assets acquired through other ERP Pro modules to Fixed Assets automatically with seamless integration across the suite.

Tyler's ERP Pro Fixed Assets is a comprehensive asset management solution designed specifically for the public sector. It provides organizations a powerful tool for tracking and reporting on all fixed assets throughout the life cycle while simultaneously reducing data entry and manual processes.

## INFORMATION AND REPORTS

- Tracks assets for multiple funds, departments, and locations.
- Tracks detailed information for an asset such as insurance policies, acquisition, and disposition details, and maintenance-related details such as asset condition, warranty, repairs, and maintenance contracts.
- Tracks improvements or additions to existing assets.
- Offers straight line method for depreciation reporting.
- Links specified assets to ERP Pro Work Orders for preventative maintenance.
- Provides comprehensive audit detail records.
- Generates a range of master file reports through flexible reporting.
- Exports report results to other data formats including Adobe® PDF, Microsoft® Excel® and Word, and Text.

- Gives users multiple options for selecting assets for depreciation calculation.
- Records the transfer of assets. This process automates the transfer of assets from one fund to another, including the appropriate transfer of ERP Pro General Ledger information.

## ERP PRO PURCHASING

- Automates the asset disposal process, including calculation of gain or loss on asset sales, and creates all necessary transactions to properly record asset disposal in the ERP Pro General Ledger.
- Integrates with handheld asset scanners for ease of inventory management.
- Provides a user-friendly interface.
- Provides efficient, comprehensive system integration.
- Gives users the ability to review and evaluate items posted to fixed asset GL accounts in a preliminary asset file to determine proper accounting treatment.
- Delivers code-driven information tracking capabilities, fostering consistency in data entry and greater flexibility in report generation.
- Captures multiple user-defined data elements through use of comment codes.

## TRANSACTION EFFICIENCY

- Manages assets by their original serial number or through the use of a defined tag number.
- Tracks multiple user-defined asset classes automatically.
- Establishes relationships between individual asset records through the use of asset types.
- Creates a new asset based on an existing record using the built-in copy function.

# Get Started With AP Automation Today

AP Automation transforms how local governments and schools pay their vendors. It's incredibly easy to get started because Tyler Technologies will handle all the heavy lifting.

## SEAMLESS EXPERIENCE

AP Automation saves you time, money, and headaches by consolidating your multi-step payment process into a smooth, digital workflow. Tyler's AP Automation team will contact your vendors to ensure they're set up to receive electronic payments. You will no longer need to track which payment types your vendors accept or update their banking data in your ERP system.

## SIMPLY FOLLOW THESE SETUP STEPS:

1. Provide your bank account information and company logo to Tyler's AP Automation team.
2. Complete the two-page client setup form.
3. Notify your bank that Tyler's payment partner, Corpay, will be pulling funds from your account to pay your vendors.
4. Complete a one-hour training session with our AP Automation team and do your first live pay run.

## TYLER INTEGRATIONS:

ERP Pro and School ERP Pro

Email us at [APAutomation@tylertech.com](mailto:APAutomation@tylertech.com) to see how Tyler Technologies can help streamline your organization's AP process.

For more information visit [tylertech.com](http://tylertech.com)

© 2023 Tyler Technologies, Inc. All rights reserved.

## ERP PRO

# Accounts Receivable



## IMPROVE EFFICIENCY

Automate routine processes and tailor the system to meet your unique needs.



## SIMPLIFY REPORTING

Easily generate a variety of reports, which can be exported to commonly used programs.



## TYLER INTEGRATIONS

This application integrates with Tyler's comprehensive ERP Pro product suite.

You manage hundreds of transactions a day. You need tools that can help you accurately and quickly manage your agency's finances, collections, customer information and reporting. Tyler's ERP Pro Accounts Receivable module helps you accomplish more with an integrated system that reduces data entry, increases accuracy and agency-wide access to information, and puts you in control of forms and reports that help you clearly communicate with customers and vendors. Consider how this Tyler solution can help you work smarter when it comes to maintaining your agency's finances.

## EASILY MAINTAIN VENDOR AND CUSTOMER INFORMATION

Comprehensive customer information records, including full transactional and purchase history, a financial recap, and user-defined attributes are stored centrally and can be shared across other ERP Pro modules. ERP Pro Accounts Receivable can also use that information to email invoices, create an extract file for third-party printing, and certify addresses for mailing invoices or correspondence.

## STREAMLINE INVOICE PROCESSING

ERP Pro Accounts Receivable is full of functionality that can drastically cut your invoice processing time.

- Combine multiple invoices and easily adjust posted invoices
- Create and manage recurring invoices for items such as monthly rent or annual charges
- Access and modify multiple account details from the Account Manager view

## SEVEN REASONS TO CONSIDER ERP PRO ACCOUNTS RECEIVABLE

1. Agency-wide integration
2. Increased access to centrally stored information
3. Less data entry and potential errors
4. Efficient, personalized communication with customers and vendors
5. Less invoice processing time
6. Detailed and specialized reporting
7. Decreased burden of cash collections

...continued on back

## TOOLS TO KEEP CASH FLOWING IN

Why struggle with cashiering when user-friendly functions like these can do the work for you?

- Ensure payment collection by setting alerts on accounts
- Accept bank drafts for faster payment processing
- Create and send invoices and letters electronically for more efficient collections

## COMPREHENSIVE REPORTING TAILORED TO YOUR ORGANIZATION

ERP Pro Accounts Receivable gives you access to a library of predesigned forms or you can design your own, including invoices, statements, or letters. Because it's integrated with General Ledger, you can also create comprehensive reports such as detailed reports for aging, general ledger reconciliation, or specialized reports using your own criteria.

ERP PRO

# Finance Insights



## FINANCIAL TRANSPARENCY

Use data and analysis tools to educate, inform, and engage the public.



## INTERACTIVE VISUALIZATIONS

Dynamically understand, analyze, share, and embed data.



## IMPROVED EFFICIENCY

Reduce the backlog of Freedom of Information Act requests.

Finance Insights for ERP Pro provides unparalleled data access and analysis tools to help your organization implement principles of transparency, participation, and collaboration. Local governments are increasingly expected to provide high value information to help stakeholders understand how their tax dollars are being collected and spent. Finance Insights solves this through a cost-effective, proactive approach to financial transparency.

### BEYOND TRANSPARENCY

A comprehensive suite of applications, Finance Insights organizes your financial data in an easily consumable, interactive way that encourages greater community involvement and helps the public understand and engage in local government finances. All branding and content is fully customizable.

### ACCESSIBLE DATA

Community members and policymakers, alike, can access Finance Insights directly from a municipal website via computer, tablet, or smartphone. Seamless integration with Tyler's ERP applications helps local governments yield the highest ROI on open data initiatives while eliminating the barriers to data and the technical problems encountered with other data analysis products. Finance Insights is designed for all levels of technology proficiency.

### EFFECTIVE COMMUNICATION TOOLS

Finance Insights searches across all financial data to provide intuitive results with familiar search capabilities. The highly engaging visual interface is easy to navigate and the graphics are organized by category, department, function, and vendor, providing insightful information for internal stakeholders and making it hugely popular with community members. It has been designed to automatically answer the most commonly asked questions and is compliant with public record laws in 50 states.

### UP-TO-DATE AND ACTIONABLE DATA INSIGHTS

- Automatic updates to public records and reporting
- Easy access to historical data for benchmarking and procurement
- Dynamic search functionality
- Social sharing and the ability to embed views into third-party websites
- Interactive reports
- Section 508 compliant
- Reduce backlog of Freedom of Information Act requests
- Quick, low-cost, cloud-based deployment
- No additional hardware, IT support, or training required

...continued on back

## A SUITE OF FOCUSED APPLICATIONS

With Finance Insights, data can be quickly deployed and communicated across your organization and to the public. It helps you proactively identify issues, fraud, and trends by updating datasets frequently utilizing current data. Easily review expenditures and understand how funds are appropriated by department, which vendors receive payments, or research spending for healthcare and benefits. Interactive charts and graphs allow for easy analysis and understanding.

## FINANCE INSIGHTS: A SINGLE SOURCE FOR FINANCIAL DATA TRANSPARENCY

Three ready-to-deploy applications include:

### Budget

Publish the details of your operating revenues and expenses directly to your branded website. Eliminate static reports and give the public a clear picture of actual vs. budgeted financial information, helping community members understand organizational priorities and their impact.

### Expenditures

Share the transaction-level details of your organization's expenditures. This application delivers detailed spending and contract data, and allows users to navigate, analyze, and download underlying data to find specific answers to a variety of questions.

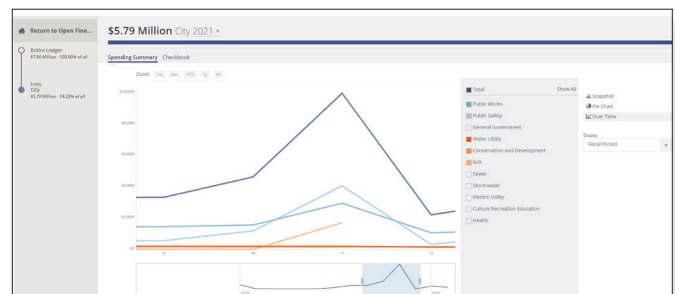
### Payroll

Find answers to common questions, including total size of the payroll, top employees, top departments, median pay, and more. A summary page delivers at-a-glance departmental, job function, or individual employee information, and you control the level of payroll information published.

Tyler's team will work with you to translate your complex chart of account structure into visualizations that are easy to navigate and understand. Finance Insights puts information at your fingertips while reducing your IT and hardware burdens — making an immediate impact on your open data initiatives.



Budget



Expenditures



Payroll

# Eagle Valley Transportation Authority

SOW from Tyler Technologies, Inc.

4/25/2024

Presented to:  
Ursula Hayden  
3289 Cooley Mesa Rd  
Gypsum, CO 81637

Contact:  
Ryan Ellertson  
Email: [Ryan.Ellertson@TylerTech.com](mailto:Ryan.Ellertson@TylerTech.com)  
5519 53rd St., Lubbock, TX 79414

# Table of Contents

- PART 1: EXECUTIVE SUMMARY..... 1**
- 1. Project Overview .....1**
  - 1.1 Introduction ..... 1
  - 1.2 Project Goals..... 1
  - 1.3 Methodology ..... 1
- PART 2: PROJECT FOUNDATION .....3**
- 2. Project Governance .....3**
- 3. Project Scope Control .....4**
  - 3.1 Managing Scope and Project Change ..... 4
  - 3.2 Change Control ..... 4
  - 3.3 Change Request Management ..... 4
- 4. Acceptance Process .....6**
- 5. Roles and Responsibilities .....6**
  - 5.1 Tyler Roles & Responsibilities ..... 7
    - 5.1.1 Tyler Executive Manager ..... 7
    - 5.1.2 Tyler Implementation Manager..... 7
    - 5.1.3 Tyler Project Manager ..... 7
    - 5.1.4 Tyler Implementation Consultant..... 8
    - 5.1.5 Tyler Sales ..... 8
    - 5.1.6 Tyler Technical Services ..... 9
  - 5.2 Eagle Valley Transportation Authority Roles & Responsibilities ..... 9
    - 5.2.1 Eagle Valley Transportation Authority Executive Sponsor ..... 9
    - 5.2.2 Eagle Valley Transportation Authority Steering Committee ..... 9
    - 5.2.3 Eagle Valley Transportation Authority Project Manager..... 10
    - 5.2.4 Eagle Valley Transportation Authority Functional Leads ..... 11
    - 5.2.5 Eagle Valley Transportation Authority Power Users ..... 12
    - 5.2.6 Eagle Valley Transportation Authority End Users ..... 12
    - 5.2.7 Eagle Valley Transportation Authority Technical Lead..... 12
    - 5.2.8 Eagle Valley Transportation Authority Change Management Lead ..... 13
- PART 3: PROJECT PLAN..... 14**
- 6. Project Stages.....14**
  - 6.1 Initiate and Plan ..... 15
    - 6.1.1 Initial Coordination ..... 15
    - 6.1.2 Project/Phase Planning..... 16
    - 6.1.3 Infrastructure Planning ..... 17





6.1.4	Stakeholder Meeting .....	18
6.1.5	This work package is not applicable. ....	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance .....	19
6.2	Assess & Define.....	20
6.2.1	Solution Orientation .....	20
6.2.2	Current & Future State Analysis .....	20
6.2.3	Conversion Assessment .....	22
6.2.4	This work package is not applicable. ....	23
6.2.5	This work package is not applicable. ....	23
6.2.6	Control Point 2: Assess & Define Stage Acceptance.....	23
6.3	Prepare Solution .....	23
6.3.1	Initial System Deployment.....	23
6.3.2	Configuration .....	24
6.3.3	Process Refinement .....	26
6.3.4	Conversion Delivery .....	27
6.3.5	This work package is not applicable. ....	29
6.3.6	This work package is not applicable. ....	29
6.3.7	Control Point 3: Prepare Solution Stage Acceptance .....	29
6.4	Production Readiness .....	29
6.4.1	Solution Validation.....	29
6.4.2	Go-Live Readiness.....	30
6.4.3	End User Training.....	31
6.4.4	Control Point 4: Production Readiness Stage Acceptance .....	32
6.5	Production .....	33
6.5.1	Go-Live.....	33
6.5.2	Transition to Client Services .....	34
6.5.3	Post Go-Live Activities .....	35
6.5.4	Control Point 5: Production Stage Acceptance .....	36
6.6	Close.....	37
6.6.1	Phase Closeout.....	37
6.6.2	Project Closeout.....	38
6.6.3	Control Point 6: Close Stage Acceptance.....	39
<b>7.</b>	<b>General Assumptions.....</b>	<b>39</b>
7.1	Project.....	39
7.2	Organizational Change Management .....	40
7.3	Resources and Scheduling .....	40
7.4	Data.....	40
7.5	Facilities .....	41
<b>8.</b>	<b>Glossary .....</b>	<b>42</b>
<b>PART 4:</b>	<b>APPENDICES.....</b>	<b>45</b>
<b>9.</b>	<b>Conversion .....</b>	<b>45</b>
9.1	ERP Pro Financials Conversion Summary .....	45



9.1.1	General Ledger.....	45
9.1.2	Accounts Payable.....	45
9.1.3	Fixed Assets.....	45
<b>10.</b>	<b>Additional Appendices .....</b>	<b>46</b>
10.1	This work package is not applicable. ....	46
<b>11.</b>	<b>Project Timeline.....</b>	<b>47</b>
11.1	ERP Pro Financial Management Timeline.....	47
11.2	This work package is not applicable. ....	47



# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Eagle Valley Transportation Authority (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

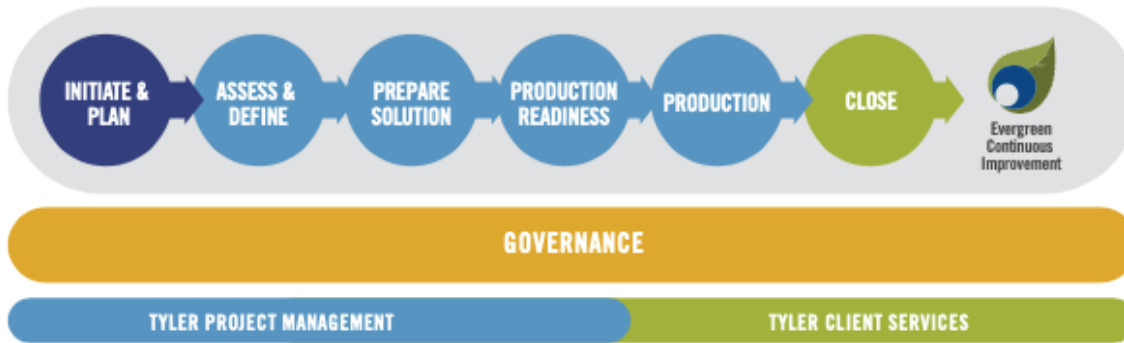
### 1.3 Methodology

This is accomplished by the Eagle Valley Transportation Authority and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Eagle Valley Transportation Authority’s complexity and organizational needs.



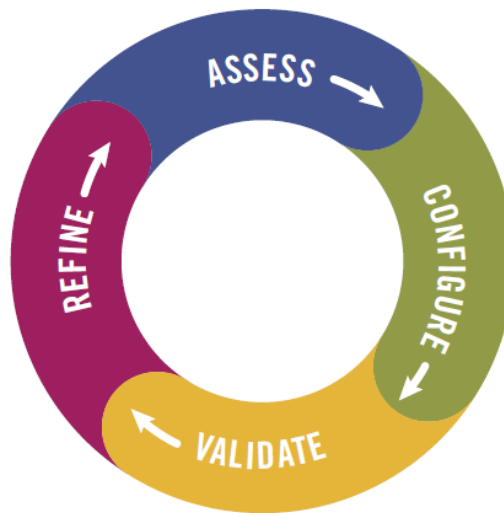
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Eagle Valley Transportation Authority and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Eagle Valley Transportation Authority and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Eagle Valley Transportation Authority's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



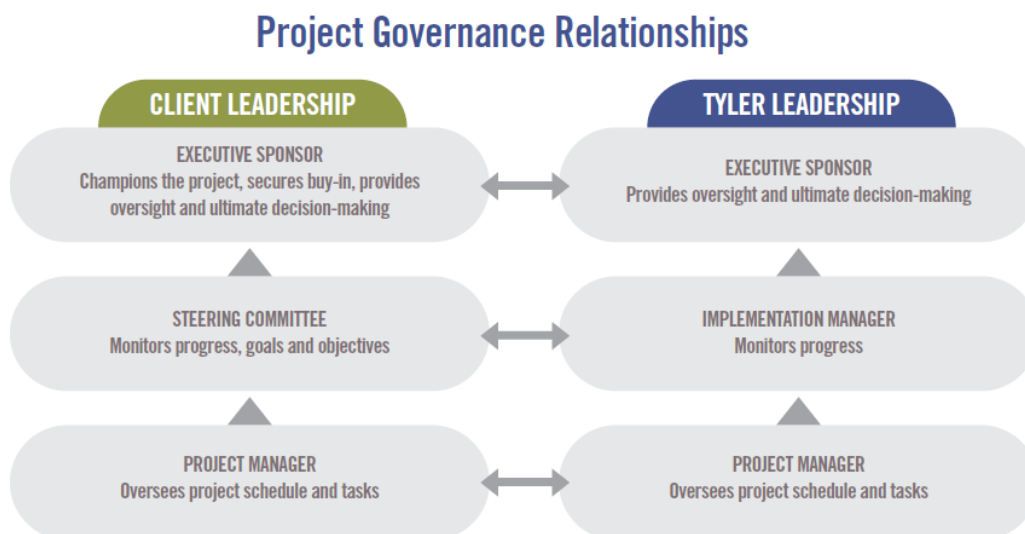
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

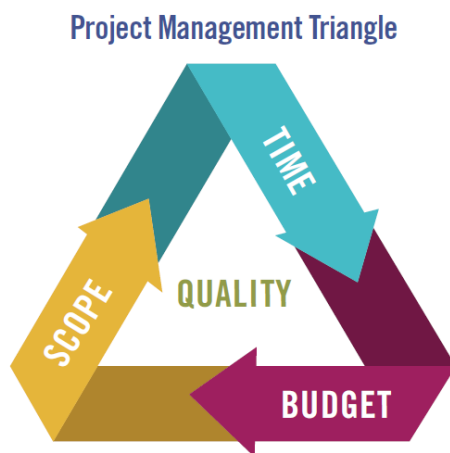
The chart below illustrates an overall team perspective where Tyler and the Eagle Valley Transportation Authority collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Eagle Valley Transportation Authority Steering Committee become the escalation points to triage responses prior to escalation to the Eagle Valley Transportation Authority and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Eagle Valley Transportation Authority and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Eagle Valley Transportation Authority; for example, the Eagle Valley

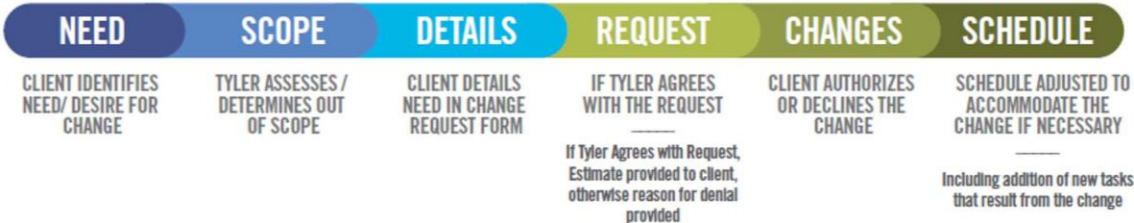


Transportation Authority may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Eagle Valley Transportation Authority, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Eagle Valley Transportation Authority will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Eagle Valley Transportation Authority). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Eagle Valley Transportation Authority office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Eagle Valley Transportation Authority will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Eagle Valley Transportation Authority feedback and approval on Project deliverables will be critical to the success of the Project. The Eagle Valley Transportation Authority project manager will strive to gain deliverable and decision approvals from all authorized Eagle Valley Transportation Authority representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Eagle Valley Transportation Authority department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Eagle Valley Transportation Authority shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Eagle Valley Transportation Authority does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Eagle Valley Transportation Authority does not agree the Deliverable or Control Point meets requirements, the Eagle Valley Transportation Authority shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Eagle Valley Transportation Authority shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Eagle Valley Transportation Authority does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Eagle Valley Transportation Authority and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Eagle Valley Transportation Authority, but are roles defined within the Project. It is common for individual resources on both the Tyler and Eagle Valley Transportation Authority project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.





## 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Eagle Valley Transportation Authority's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Eagle Valley Transportation Authority's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Eagle Valley Transportation Authority management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Eagle Valley Transportation Authority, the Tyler Project Manager provides regular updates to the Eagle Valley Transportation Authority Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Eagle Valley Transportation Authority project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.



### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the Eagle Valley Transportation Authority project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Eagle Valley Transportation Authority and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Eagle Valley Transportation Authority any items that may impact the outcomes of the Project.
- Collaborates with the Eagle Valley Transportation Authority 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Eagle Valley Transportation Authority 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Eagle Valley Transportation Authority and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

## 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Eagle Valley Transportation Authority through software validation process following configuration.
- Assists during Go-Live process and provides support until the Eagle Valley Transportation Authority transitions to Client Services.
- Facilitates training sessions and discussions with the Eagle Valley Transportation Authority and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

## 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.



- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

## 5.2 Eagle Valley Transportation Authority Roles & Responsibilities

Eagle Valley Transportation Authority resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Eagle Valley Transportation Authority Executive Sponsor

The Eagle Valley Transportation Authority executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Eagle Valley Transportation Authority steering committee, project manager(s), and functional leads to make critical business decisions for the Eagle Valley Transportation Authority.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Eagle Valley Transportation Authority Steering Committee

The Eagle Valley Transportation Authority steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Eagle Valley Transportation Authority project manager and Project through participation in regular internal meetings. The Eagle Valley Transportation Authority steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Eagle Valley Transportation Authority steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost



- Scope
- Schedule
- Project Goals
- Eagle Valley Transportation Authority Policies
- Needs of other client projects

### 5.2.3 Eagle Valley Transportation Authority Project Manager

The Eagle Valley Transportation Authority shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Eagle Valley Transportation Authority Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Eagle Valley Transportation Authority project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Eagle Valley Transportation Authority project manager(s) are responsible for reporting to the Eagle Valley Transportation Authority steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Eagle Valley Transportation Authority project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Eagle Valley Transportation Authority and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Eagle Valley Transportation Authority staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.



- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Eagle Valley Transportation Authority resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Eagle Valley Transportation Authority technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Eagle Valley Transportation Authority Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Eagle Valley Transportation Authority project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Eagle Valley Transportation Authority resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance



- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

### 5.2.5 Eagle Valley Transportation Authority Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Eagle Valley Transportation Authority business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Eagle Valley Transportation Authority staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Eagle Valley Transportation Authority End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Eagle Valley Transportation Authority Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Eagle Valley Transportation Authority third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Eagle Valley Transportation Authority's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Eagle Valley Transportation Authority Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.



- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Eagle Valley Transportation Authority's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Eagle Valley Transportation Authority and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 Eagle Valley Transportation Authority Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Eagle Valley Transportation Authority.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*





## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Eagle Valley Transportation Authority with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Eagle Valley Transportation Authority gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Eagle Valley Transportation Authority's team. During this step, Tyler will work with the Eagle Valley Transportation Authority to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Eagle Valley Transportation Authority project team.

STAGE 1	Initial Coordination																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Eagle Valley Transportation Authority project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Eagle Valley Transportation Authority		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



Create Project Portal to store project artifacts and facilitate communication		A	R									I						
---	--	---	---	--	--	--	--	--	--	--	--	---	--	--	--	--	--	--

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

**6.1.2 Project/Phase Planning**

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Eagle Valley Transportation Authority to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Eagle Valley Transportation Authority Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Eagle Valley Transportation Authority’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Eagle Valley Transportation Authority Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Eagle Valley Transportation Authority with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

<b>STAGE 1</b>	<b>Project/Phase Planning</b>	
	Tyler	Eagle Valley Transportation Authority



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
		A	R						I		C	C	I				
		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	Eagle Valley Transportation Authority provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- Eagle Valley Transportation Authority has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The Eagle Valley Transportation Authority is responsible for the installation, setup, and maintenance of all peripheral devices.

**Objectives:**

- Ensure the Eagle Valley Transportation Authority’s infrastructure meets Tyler’s application requirements.
- Ensure the Eagle Valley Transportation Authority’s infrastructure is scheduled to be in place and available for use on time.



STAGE 1	Infrastructure Planning																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Eagle Valley Transportation Authority Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Eagle Valley Transportation Authority team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	Eagle Valley Transportation Authority



<p> <b>RACI MATRIX KEY:</b>  R = Responsible  A = Accountable  C = Consulted  I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 This work package is not applicable.**

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Eagle Valley Transportation Authority
- Stakeholder meeting complete



## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Eagle Valley Transportation Authority business processes. This information will be used to identify and define business processes utilized with Tyler software. The Eagle Valley Transportation Authority collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Eagle Valley Transportation Authority team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Eagle Valley Transportation Authority team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Eagle Valley Transportation Authority for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Eagle Valley Transportation Authority and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Eagle Valley Transportation Authority will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Eagle Valley Transportation Authority’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Eagle Valley Transportation Authority current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document



**Work package assumptions:**

- Eagle Valley Transportation Authority attendees possess sufficient knowledge and authority to make future state decisions.
- The Eagle Valley Transportation Authority is responsible for any documentation of current state business processes.
- The Eagle Valley Transportation Authority can effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Eagle Valley Transportation Authority Source data
	Eagle Valley Transportation Authority Source data Documentation (if available)

	Acceptance Criteria [only] for Deliverables
--	---





Outputs / Deliverables	Data Conversion Plan built/updated	Eagle Valley Transportation Authority Acceptance of Data Conversion Plan, if Applicable
------------------------	------------------------------------	---

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Eagle Valley Transportation Authority representatives to identify business rules before writing the conversion.
- Eagle Valley Transportation Authority subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

**6.2.4 This work package is not applicable.**

**6.2.5 This work package is not applicable.**

**6.2.6 Control Point 2: Assess & Define Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

**6.3 Prepare Solution**

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Eagle Valley Transportation Authority against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

**6.3.1 Initial System Deployment**

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

**Objectives:**

- All licensed software is installed and operational.
- The Eagle Valley Transportation Authority can access the software.



STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Eagle Valley Transportation Authority Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Eagle Valley Transportation Authority Devices (if applicable)	Software is accessible
Installation Checklist/System Document	

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Eagle Valley Transportation Authority will provide network access for Tyler modules, printers, and Internet access to all applicable Eagle Valley Transportation Authority and Tyler Project staff.
- The Eagle Valley Transportation Authority has technical infrastructure in place that meets Tyler requirements to ensure sufficient speed and operability of Tyler Licensed Software. Tyler will not support the user of Licensed Software if the Eagle Valley Transportation Authority does not meet the minimum standards of Tylers’s published specifications.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.



Tyler staff collaborates with the Eagle Valley Transportation Authority to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Eagle Valley Transportation Authority collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

- Software is ready for validation.
- Educate the Eagle Valley Transportation Authority Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Eagle Valley Transportation Authority configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. The Eagle Valley Transportation Authority is responsible for making decisions when multiple options are available.



### 6.3.3 Process Refinement

Tyler will educate the Eagle Valley Transportation Authority users on how to execute processes in the system to prepare them for the validation of the software. The Eagle Valley Transportation Authority collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the Eagle Valley Transportation Authority understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A		R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Eagle Valley Transportation Authority Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Eagle Valley Transportation Authority-specific process documentation (if applicable)			I	C							A	R		C			



Updates to Solution Validation testing plan			C	C								A	R		C			C
---	--	--	---	---	--	--	--	--	--	--	--	---	---	--	---	--	--	---

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Eagle Valley Transportation Authority-specific process documentation (completed by Eagle Valley Transportation Authority)	

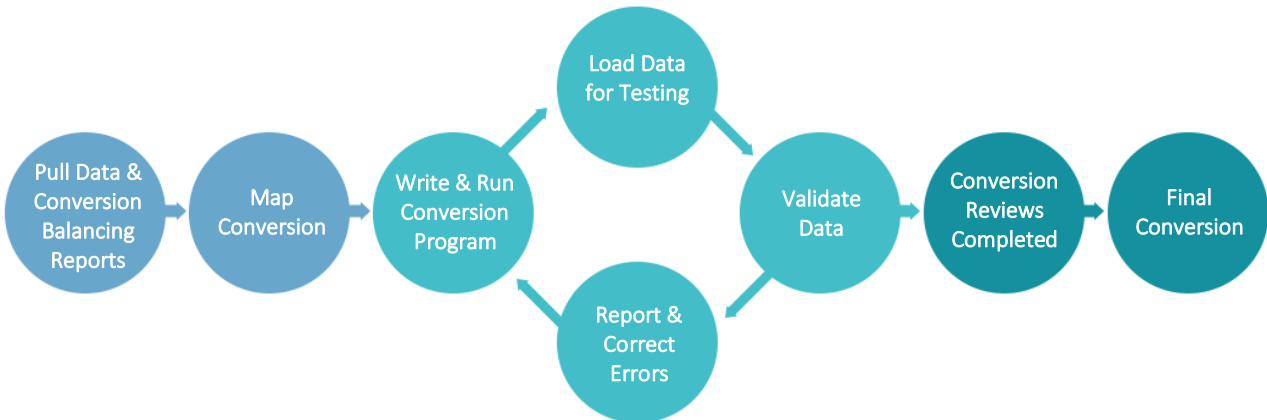
**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the Eagle Valley Transportation Authority’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Eagle Valley Transportation Authority will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Eagle Valley Transportation Authority to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



**Objectives:**

- Data is ready for production (Conversion).



STAGE 3	Data Delivery & Conversion																
	Tyler								Eagle Valley Transportation Authority								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

**Work package assumptions:**

- The Eagle Valley Transportation Authority will provide a single file layout per source system as identified in the investment summary.
- The Eagle Valley Transportation Authority subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Eagle Valley Transportation Authority project team will be responsible for completing the code mapping activity, with assistance from Tyler.



6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

#### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Eagle Valley Transportation Authority team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Eagle Valley Transportation Authority to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Eagle Valley Transportation Authority verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Eagle Valley Transportation Authority organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Eagle Valley Transportation Authority



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Solution Validation Report	Eagle Valley Transportation Authority updates report with testing results

**Work package assumptions:**

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

**6.4.2 Go-Live Readiness**

Tyler and the Eagle Valley Transportation Authority will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Eagle Valley Transportation Authority has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Eagle Valley Transportation Authority will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>
----------------	--------------------------





	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Eagle Valley Transportation Authority

**Work package assumptions:**

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Eagle Valley Transportation Authority users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop Eagle Valley Transportation Authority specific business process documentation. Eagle Valley Transportation Authority-led training labs using Eagle Valley Transportation Authority specific business process documentation if created by the Eagle Valley Transportation Authority can be added to the regular training curriculum, enhancing the training experiences of the end users.



**Objectives:**

- End users are trained on how to use the software prior to go-live.
- The Eagle Valley Transportation Authority is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Eagle Valley Transportation Authority-led)				C	C						A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Eagle Valley Transportation Authority signoff that training was delivered

**Work package assumptions:**

- The Eagle Valley Transportation Authority project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Eagle Valley Transportation Authority as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Eagle Valley Transportation Authority departments.
- The Eagle Valley Transportation Authority will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.



**Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

**Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Eagle Valley Transportation Authority will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Eagle Valley Transportation Authority to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Eagle Valley Transportation Authority and Tyler will complete work assigned to prepare for Go-Live.

The Eagle Valley Transportation Authority provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Eagle Valley Transportation Authority manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Eagle Valley Transportation Authority during Go-Live activities. The Eagle Valley Transportation Authority transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

**Objectives:**

- Execute day to day processing in Tyler software.
- Eagle Valley Transportation Authority data available in Production environment.

<b>STAGE 5</b>	<b>Go-Live</b>	
	Tyler	Eagle Valley Transportation Authority



<p>RACI MATRIX KEY:  R = Responsible  A = Accountable  C = Consulted  I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data is available in production environment	Eagle Valley Transportation Authority confirms data is available in production environment

**Work package assumptions:**

- The Eagle Valley Transportation Authority will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Eagle Valley Transportation Authority business processes required for Go-Live are fully documented and tested.
- The Eagle Valley Transportation Authority Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Eagle Valley Transportation Authority Project Team and Power User’s provide business process context to the end users during Go-Live.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Eagle Valley Transportation Authority onto the Tyler Client Services team, who provides the Eagle



Valley Transportation Authority with assistance following Go-Live, officially transitioning the Eagle Valley Transportation Authority to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Eagle Valley Transportation Authority teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Eagle Valley Transportation Authority to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.



- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Eagle Valley Transportation Authority								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Eagle Valley Transportation Authority transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Eagle Valley Transportation Authority for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the Eagle Valley Transportation Authority teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Eagle Valley Transportation Authority
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work



Project artifacts
-------------------

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

### 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Eagle Valley Transportation Authority may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Eagle Valley Transportation Authority teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							Eagle Valley Transportation Authority									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Eagle Valley Transportation Authority and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work





Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Eagle Valley Transportation Authority acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the Eagle Valley Transportation Authority will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Eagle Valley Transportation Authority Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Eagle Valley Transportation Authority project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Eagle Valley Transportation Authority is responsible for making decisions based on the options available.



- Implementation of new software may require changes to existing processes, both business and technical, requiring the Eagle Valley Transportation Authority to make process changes.
- The Eagle Valley Transportation Authority is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Eagle Valley Transportation Authority is responsible for managing Organizational Change. Impacted Eagle Valley Transportation Authority resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Eagle Valley Transportation Authority resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Eagle Valley Transportation Authority resources will participate in scheduled activities as assigned in the Project Schedule.
- The Eagle Valley Transportation Authority team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Eagle Valley Transportation Authority will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Eagle Valley Transportation Authority will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Eagle Valley Transportation Authority makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Eagle Valley Transportation Authority will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Eagle Valley Transportation Authority will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Eagle Valley Transportation Authority is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Eagle Valley Transportation Authority representatives to identify business rules before writing the conversion. The Eagle Valley Transportation Authority must confirm



that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.

- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Eagle Valley Transportation Authority will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Eagle Valley Transportation Authority Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Eagle Valley Transportation Authority is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- The Eagle Valley Transportation Authority will provide dedicated space for Tyler staff to work with Eagle Valley Transportation Authority resources for both on-site and remote sessions. If Phases overlap, Eagle Valley Transportation Authority will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Eagle Valley Transportation Authority will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 ERP Pro Financials Conversion Summary

#### 9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The Eagle Valley Transportation Authority is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The Eagle Valley Transportation Authority is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

#### 9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the Eagle Valley Transportation Authority from Excel. The Eagle Valley Transportation Authority will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

#### 9.1.3 Fixed Assets

**NOTE:** Fixed assets/Project Accounting can be imported into the system using a standard import available to the Eagle Valley Transportation Authority from Excel. The Eagle Valley Transportation Authority will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import assets from Excel.



## 10. Additional Appendices

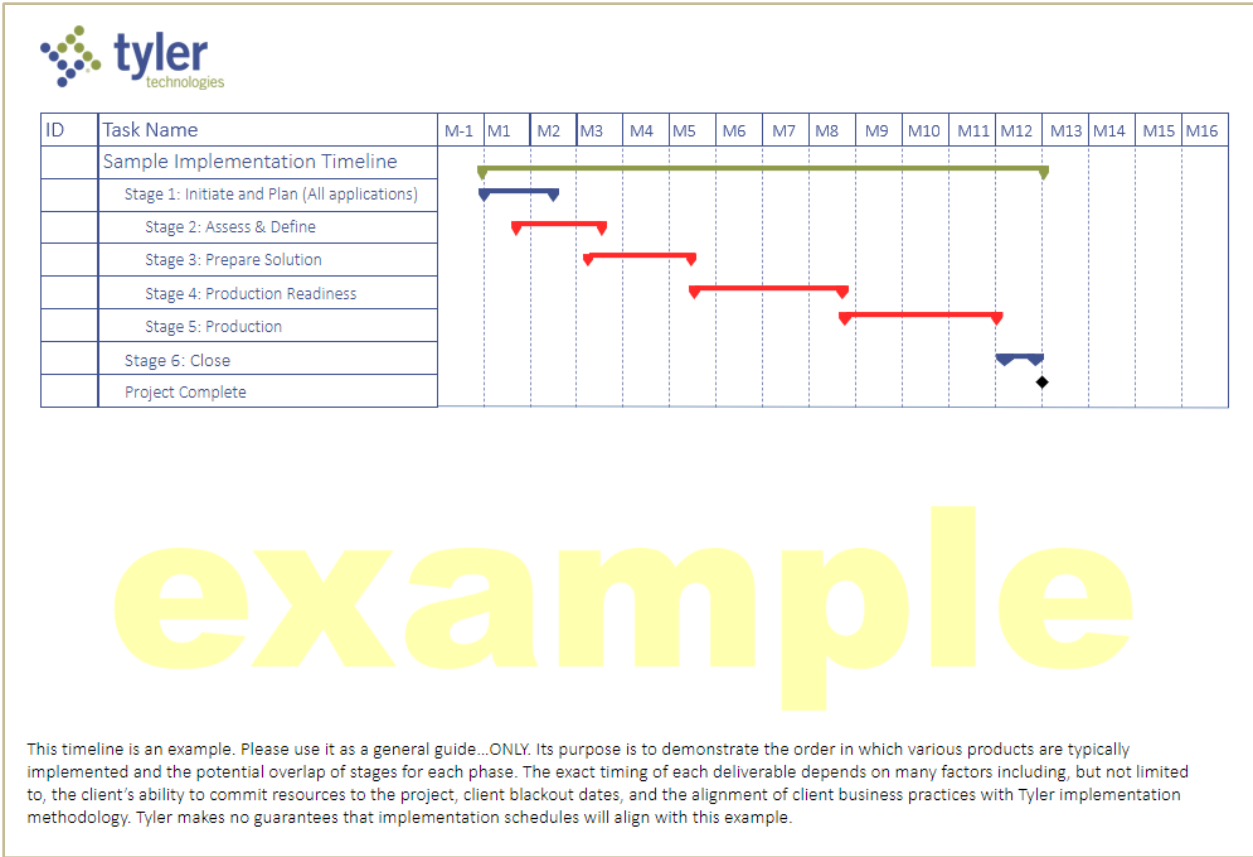
10.1 This work package is not applicable.





# 11. Project Timeline

## 11.1 ERP Pro Financial Management Timeline



## 11.2 This work package is not applicable.



**To:** The Eagle Valley Transportation Authority Board

**From:** Lance Trujillo, EVTA Director of Innovation and Information Technology

**Meeting Date:** June 12th, 2024

---

**SUBJECT:** Clever Devices Hosted Contract

**RECOMMENDED ACTION:** Approve resolution 2024-08 to contract with Clever Devices to host the Intelligent Transit Systems.

---

**BACKGROUND:**

Clever Devices is partnered with ECO Transit as the primary Intelligent Transit System (ITS). This system is composed of hardware and software onboard each fixed route vehicle to provide important data to the operations team. The operations team can track, communicate with buses, determine on time performance, passenger load, monitor severe vehicle conditions, collect passenger counts and report on all the data collected.

ECO Transit received a grant in 2011 and teamed up with RFTA to procure an ITS system. Clever Devices was awarded the contract. The ITS system is currently hosted by Eagle County IT in their on-premise network. ECO Transit owns the licensing, software and hardware provided by Clever Devices. It is necessary to move this system to a hosted environment with EVTA.

Hosting services managed by Clever Devices would provide the following benefits:

- Provide 24/7 Support (support is currently limited to Eagle County IT operational hours).
- Reduces the need for two additional EVTA IT employees.
- Improve the support structure for Clever Devices to access servers and applications to resolve support calls.
- Reduces the need for EVTA to support on site hardware.
- Reduce third party complications.
- Simplify future growth and integration options.
- Improve security managed by Clever Devices.

**FINANCIAL CONSIDERATIONS:**

The one-time initial setup costs are \$137,236.00. This amount includes the design, setup, configuration, testing and project management. Hosting costs will be paid quarterly and include all the costs to host and support all Clever Devices applications for EVTA. Five years of hosting costs are included and subject to appropriation of budget each year. The yearly cost will escalate at a capped 3% starting with \$75,687.00 in year 1. The anticipated costs in 2024 would include the start up cost and two quarters of hosting for an amount of \$175,080.00.

**RECOMMENDATION:**

We recommend that the EVTA board approve the resolution to contract with Clever Devices to host the EVTA Intelligent Transit System. The agreement will solidify the operational transition of our primary ITS system to EVTA. The hosting project will have a big impact on the success of our transit operations.

**ATTACHMENTS:**

1. Clever Devices Resolution 2024-08
2. Clever Devices Hosting Agreement (with exhibits)

**EAGLE VALLEY TRANSPORTATION DISTRICT**

**RESOLUTION NO. 2024-08**

**A RESOLUTION APPROVING A SINGLE SOURCE CONTRACT WITH  
CLEVER DEVICES, INC.**

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

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

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

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

WHEREAS, Clever Devices, Inc. (“Clever Devices”) currently provides applications and support for an Intelligent Transit System to Eagle County ECO Transit, which will need to be transferred to EVTA and removed from the Eagle County premise as part of the transition: and

WHEREAS, Eagle County ECO Transit owns the licensing, software and hardware provided by Clever Devices, which can be transferred to EVTA and will provide continuity of operations; and

WHEREAS, the Board hereby finds and determines that single source authorization is appropriate and necessary based on the need for continuity of operations during the transition.

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

1. Incorporation of Recitals and Single Source. The Recitals above are incorporated herein and confirmed as providing support for selection of Clever Devices as a single-source contractor providing hosting services to the Authority.

2. Approval of Agreement and Authorization. The Board approves the Agreement for Professional Services Agreement (“Agreement”) attached hereto as **Attachment 1** and incorporated herein by this reference. The Executive Director is authorized to execute the Agreement and take all other action necessary to engage Clever Devices to provide the services contemplated therein.

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

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

ADOPTED this 12<sup>th</sup> day of June, 2024.

EAGLE VALLEY TRANSPORTATION  
AUTHORITY

---

Amy Phillips, Board Chair

ATTEST:

---

Tanya Allen, Secretary

**Attachment 1**

**Clever Devices Hosting Agreement**

[Attached]

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN EAGLE VALLEY TRANSPORTATION AUTHORITY AND CLEVER  
DEVICES, LLC**

THIS AGREEMENT (“Agreement”) is effective as of the \_\_\_\_\_ by and between Clever Devices an LLC (hereinafter “Contractor”) and Eagle Valley Transportation Authority, Colorado, a body corporate and politic (hereinafter “Authority”). The Contractor and the Authority may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, Authority desires to enter into a contract with Contractor to provide hosted services for the Intelligent Transit Systems (ITS) project and supported services (the “Project”) at the Eagle Valley Transportation Authority Maintenance Service Center located at 3289 Cooley Mesa Road, Gypsum, CO 81637 (the “Property”); and

WHEREAS, Contractor currently provides ITS hardware, software, services and support to the Authority; and

WHEREAS, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Services as defined below in Paragraph 1 hereof; and

WHEREAS, this Agreement shall govern the relationship between Contractor and the Authority in connection with the Services.

NOW, THEREFORE, in consideration of the foregoing and the following promises Contractor and Authority agree as follows:

**AGREEMENT**

1. **DEFINITIONS**: Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
  - 1.1. **“Agreement”** means this Agreement for Professional Services executed between Authority and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the Authority and Contractor.
  - 1.2. **“Confidential Information”** means any and all records or data not subject to disclosure under CORA”). Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJJ, and personnel records not subject to disclosure under CORA. Confidential Information also means any information or data that a disclosing Party treats in a confidential manner and that is marked “Confidential

- Information” or is considered “proprietary” prior to disclosure to the other Party. Confidential Information does not include this Agreement or information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the Party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other Party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing Party through lawful means; (f) is disclosed by the disclosing Party to others without confidentiality obligations; or (g) is required by law to be disclosed.
- 1.3. **“COR A”** means the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et. seq.
  - 1.4. **“Authority Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with the Authority and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the Authority and End Users, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the Authority’s use of Contractor Services and Protected Information.
  - 1.5. **“Data Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the Authority. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to an Authority system or Authority information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of an Authority system for the processing or storage of data; or (iv) changes to the Authority system hardware, firmware, or software characteristics without the Authority’s knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized Authority Data that compromises the security, confidentiality, or integrity of the Authority Data, or the ability of the Authority to access the Authority Data.
  - 1.6. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the Authority by Contractor.
  - 1.7. **“Documentation”** means, collectively: (a) all materials published or otherwise made available to the Authority by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the Authority, and the responses thereto from Contractor, and any document which purports to update or



revise any of the foregoing; and (d) the results of any Contractor “Use Cases Presentation”, “Proof of Concept” or similar type presentations or tests provided by Contractor to the Authority.

- 1.8. **“Downtime”** means any period of time of any duration that the Services are not made available by Contractor to the Authority for any reason, including scheduled maintenance or Enhancements.
- 1.9. **“Effective Date”** means the date on which this Agreement is fully approved and signed by the Authority as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an order form or similar exhibit.
- 1.10. **“End User”** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of the Authority; Third Party consultants, auditors and other independent contractors performing services for the Authority; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of the Authority provided services; and any external users collaborating with the Authority) authorized by the Authority to access and use the Services provided by Contractor under this Agreement.
- 1.11. **“End User Data”** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User’s use of Contractor Services.
- 1.12. **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.13. **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.14. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- 1.15. **“PII”** means personally identifiable information including, without limitation, any

information maintained by the Authority about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §§ 24-72-501 and 24-73-101.

- 1.16. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- 1.17. **"Protected Information"** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under C.R.S. § 24-72-101 et seq., and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the Authority.
- 1.18. **"Service"** means Contractor's computing solutions, provided to the Authority pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.19. **"Subcontractor"** means any third Party engaged by Contractor to aid in performance of the work or the Service.
- 1.20. **"Third Party"** means persons, corporations and entities other than Contractor, Authority or any of their employees, contractors or agents.
- 1.21. **"Third Party Host"** means that the servers where the Contractor's software resides is at physical location, which is not controlled by the Contractor, sometimes called "managed hosting," for example, Amazon Web Service.

## 2. **RIGHTS AND LICENSE IN AND TO DATA:**

- 2.1. The Parties agree that as between them, all rights in and to Authority Data shall remain the exclusive property of the Authority, and Contractor has a limited, nonexclusive license to access and use Authority Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

- 2.2. All End User Data and Authority Data created and/or processed by the Service is and shall remain the property of the Authority and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the Authority Data without the express written permission of the Authority and may not include Protected Information.
- 2.3. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4. Authority retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion.

### 3. **DATA PRIVACY:**

- 3.1. Contractor will use Authority Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for the Authority's and its End User's sole benefit and will not share Authority Data with or disclose it to any Third Party without the prior written consent of the Authority or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use Authority Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Authority Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the Authority.
- 3.2. Contractor will provide access to Authority Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Authority Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Authority Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Authority Data they will be handling.
- 3.3. If Contractor receives personal identifying information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-Party service provider, Contractor shall require all its third-Party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-Party service providers that maintain electronic or paper documents that contain personal identifying information under this Agreement

shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the personal identifying information to make it unreadable or indecipherable when the records are no longer needed.

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

#### 4. **DATA SECURITY AND INTEGRITY:**

- 4.1. All facilities, whether Contractor hosted or Third Party Hosted, used to store and process Authority Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Authority Data from unauthorized access, destruction, use, modification, or disclosure. Such measures include, but not limited to all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) C.R.S. § 24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. The Contractor shall submit to the Authority, within fifteen (15) days of the Authority's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an Exhibit.
- 4.2. Contractor warrants that all Authority Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3. Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware

protections and intrusion detection and reporting in providing Services under this Agreement.

- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
  - 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
  - 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - 4.4.5. Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.
  - 4.4.6. Upon reasonable prior notice, Contractor shall provide the Authority with scheduled access for the purpose of inspecting and monitoring access and use of Authority Data, maintaining Authority systems, and evaluating physical and logical security control effectiveness.
  - 4.4.7. Contractor shall perform current background checks in a form reasonably acceptable to the Authority on all of its respective employees and agents performing services or having access to Authority Data provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within thirty (30) days prior to the date such employee or agent begins performance or obtains access to Authority Data shall be deemed to be current.
  - 4.4.8. Upon request by the Authority, Contractor will provide notice to the Authority IT Department confirming that background checks have been performed. Such notice will inform the Authority of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
  - 4.4.9. If Contractor will have access to Federal Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

- 4.5. Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.
- 4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:
  - 4.6.1. A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
  - 4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;
  - 4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's hosting systems and hosting facilities that are used in any way to deliver Services under this Agreement. This test shall happen after commissioning of the Authority system.
- 4.7. Contractor will provide the Authority the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement and provide the Authority with written evidence of remediation.
- 4.9. Authority may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the Authority within seven (7) business days of Contractor's receipt of such results.

5. **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:**

- 5.1. Except as otherwise expressly prohibited by law, Contractor will:
  - 5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose Authority Data, Contractor will notify the Authority in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

- 5.1.2. Consult with the Authority regarding its response;
  - 5.1.3. Cooperate with the Authority's reasonable requests in connection with efforts by the Authority to intervene and quash or modify the legal order, demand or request; and
  - 5.1.4. Upon the Authority's request, provide the Authority with a copy of its response.
- 5.2. If the Authority receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the Authority will promptly provide a copy to Contractor. Contractor will supply the Authority with copies of data required for the Authority to respond within forty-eight (48) hours after receipt of copy from the Authority and will cooperate with the Authority's reasonable requests in connection with its response.

**6. DATA INCIDENT RESPONSE:**

- 6.1. The Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If the Contractor becomes aware of any Data Incident, it shall notify the Authority immediately and cooperate with the Authority regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Authority. The Contractor shall cooperate with the Authority to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the Authority, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Authority at no additional cost to the Authority.
- 6.2. Contractor shall report, either orally or in writing, to the Authority any Data Incident involving Authority Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Authority Data, not authorized by this Agreement or in writing by the Authority, including any reasonable belief that an unauthorized individual has accessed Authority Data. Contractor shall make the report to the Authority immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the Authority as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 6.3. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the

- results to the Authority and continue to keep the Authority informed daily of the progress of its investigation until the issue has been effectively resolved.
- 6.4. Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6.5. Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore Authority access to the Services as directed by the Authority, and prevent further similar unauthorized use or disclosure.
  - 6.6. Contractor, at its expense, shall cooperate fully with the Authority's investigation of and response to any such Data Incident.
  - 6.7. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the Authority.
  - 6.8. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to Authority under law or equity, Contractor will promptly reimburse the Authority in full for all costs incurred by the Authority in any investigation, remediation or litigation resulting from any such Data Incident, including but not limited to providing notification to Third Parties whose data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the Authority's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Incident.

## **7. DATA RETENTION AND DISPOSAL:**

- 7.1. Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the Parties.
- 7.2. Using appropriate and reliable storage media, Contractor will regularly backup Data and retain such backup copies consistent with the Authority's data retention policies.
- 7.3. At the Authority's election, Contractor will either securely destroy or transmit to the Authority repository any backup copies of the Authority and/or End User Data. Contractor will supply the Authority a certificate indicating the records disposed of, the



date disposed of, and the method of disposition used.

- 7.4. Contractor will retain logs associated with End User activity consistent with the Authority's data retention policies.
- 7.5. Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from the Authority indicating that those records may be relevant to litigation that the Authority reasonably anticipates. Oral requests by the Authority for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The Authority will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the Authority.

**8. DATA TRANSFER UPON TERMINATION OR EXPIRATION:**

- 8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the Authority or any replacement provider designated solely by the Authority without any interruption of or adverse impact on the Services or any other services provided by third Parties in this Agreement. Contractor shall cooperate fully with the Authority or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the Authority. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement.
- 8.2. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Authority Data for a period of sixty (60) days after the effective date of termination. After such period, the Contractor shall have no obligation to maintain or provide any Authority Data. After the sixty (60)day period, unless otherwise agreed upon by Contractor and Authority in writing, Contractor will securely dispose all Authority Data in its systems or otherwise in its possession or under its control.
- 8.3. During any period of service suspension, the Contractor shall not take any action to intentionally erase any Authority Data.

**9. COMPLIANCE WITH APPLICABLE LAWS AND AUTHORITY POLICIES:**

Contractor will comply with all applicable laws, codes, rules and regulations in performing the Services under this Agreement. Any Contractor personnel visiting the Authority's facilities will comply with all applicable Authority policies regarding access to, use of, and conduct within such facilities. The Authority will provide copies of such policies to Contractor upon request.

10. **WARRANTIES, REPRESENTATIONS AND COVENANTS:** Contractor represents and warrants that:
- 10.1. The Service will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term of this Agreement.
  - 10.2. All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards.
  - 10.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the Authority all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party.
  - 10.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder.
  - 10.5. The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party.
  - 10.6. The software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor shall be responsible for the completeness and accuracy of the Services, including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein. The fact that the Authority has accepted or approved the Services shall not relieve Contractor of any of its responsibilities. If Contractor is unable to correct any breach in the Services warranty by the date which is sixty (60) calendar days after the Authority provides notice of such breach, the Authority may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.
  - 10.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and the Authority will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any Authority system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to the Authority, to: (a) restore and/or reconstruct any and all Data

lost by the Authority as a result of Disabling Code; (b) furnish to the Authority a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to the Authority. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 10.8. Third Party Warranties and Indemnities. Contractor will assign to the Authority all Third Party warranties and indemnities that Contractor receives in connection with any products provided to the Authority. To the extent that Contractor is not permitted to assign any warranties or indemnities through to the Authority, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the Authority to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 10.9. THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY.

**11. CONFIDENTIALITY:**

- 11.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all Authority Data, unless the Authority Data are publicly available. Contractor shall not, without prior written approval of the Authority, use, publish, copy, disclose to any third Party, or permit the use by any third Party of any Authority Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the Authority. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information, attached to this Contract as an Exhibit if applicable; (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and in accordance with the HIPAA Business Associate Agreement attached to this Agreement as an Exhibit if applicable.
- 11.2. The Contractor agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing Party. However: (a) either Party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either Party may disclose Confidential

Information if so required to perform any obligations under this Agreement; and (c) either Party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of Authority to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the Authority are subject to applicable state and federal law, including CORA, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

11.3. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Authority Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

12. **COLORADO OPEN RECORDS ACT:** The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., C.R.S. § 24-72-201, et seq. In the event of a request to the Authority for disclosure of such information, the Authority shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the Authority will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the Authority, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the Authority of all reasonable attorney fees, costs and damages that the Authority may incur directly or may be ordered to pay by such court.

13. **SUPPORT AND SERVICES TO BE PERFORMED:**

13.1. Contractor, under the general direction of, and in coordination with, the Authority's Information Technology Department or other designated supervisory personnel (the "Manager") agrees to provide the Services listed on Exhibit A and Exhibit B and perform the technology related services described on attached Exhibit A (the "Clever Devices Proposal") and Exhibit B (the "Scope of Work" or "SOW").

13.2. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A and Exhibit B to the Authority's satisfaction.

13.3. By signing below, Contractor represents that it has the expertise and personnel necessary to properly and timely perform the technology related services and the

Services required by this Agreement.

- 13.4. The Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 13.5. User ID Credentials. User ID credentials will be managed by EVTA. EVTA will provide Clever Devices access to the authentication services. Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
  - 13.5.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation)
  - 13.5.2. Account credential lifecycle management from instantiation through revocation
  - 13.5.3. Account credential and/or identity store minimization or re-use when feasible
  - 13.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets)
- 13.6. Vendor Supported Releases. The Contractor shall maintain the currency all Third-Party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with Third-Party vendor approved and supported releases.

14. **GRANT OF LICENSE; RESTRICTIONS:**

- 14.1. Contractor hereby grants to the Authority a right and license to: (a) display, perform, and use the Service; and (b) use all intellectual property rights necessary to use the Service as authorized in subparagraph (a).
- 14.2. Title to and ownership of the Service will remain with Contractor. The Authority will not reverse engineer or reverse compile any part of the Service. The Authority will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

15. **DELIVERY AND ACCEPTANCE:**

- 15.1. During the implementation of the Service, the Authority may test and evaluate the Service to ensure that the Service conforms, in the Authority's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If at any time the Service does not conform to said specifications, the Authority will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming Service within fifteen (15) days after receipt of the Authority's notice of deficiency. The foregoing procedure will be repeated until the Authority accepts or finally rejects the Service, in whole or part, in its sole discretion. In the event that the Service does not perform to the Authority's satisfaction, the Authority reserves the right to repudiate acceptance and terminate this Agreement in its sole discretion. In the event that the Authority finally rejects the Service, or repudiates acceptance of it and terminates this Agreement, Contractor will refund to the Authority all fees paid, if any, by the Authority with respect to the Service.
- 15.2. If the Authority is not satisfied with the Contractor's performance of the technology related services described in the SOW, the Authority will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of the Authority's notice of deficiency. The foregoing procedure will be repeated until the Authority accepts or finally rejects the technology-related service in its sole discretion. In the event that the Authority finally rejects any technology related service, Contractor will refund to the Authority all fees paid by the Authority with respect to such technology related service.

16. **TERM:**

This Agreement shall commence upon the date first written above, The initial term of this Agreement shall be **June XX, 2024 – June XX, 2025** ("Initial Term"), with four (4) additional one-year terms as mutually agreed upon ("Renewal Term"). Absent written notice of non-renewal given by either Party no less than (60) days prior to the end of the then current term or upon non-appropriation of funds per Subparagraph 17.4.3, the Agreement shall be automatically renewed for one (1) additional term but in no event shall the term be deemed renewed beyond the stated four 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."

17. **COMPENSATION AND PAYMENT:**

- 17.1. Fee: The fee for the Services and technology related services described in Exhibit A and Exhibit B is \$212,923.00 (the "First 12 Month Fee"). The First 12 Month Fee shall be paid in accordance with the Payment Milestones in Exhibit A. The Authority will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. The fee for ongoing services for the first Renewal Term will be \$77,957.00 (the "Renewal Term Fee"). The first quarter of Annual Hosting and Services Year 1 would be billed along with the 3rd milestone (25% at the Completion of the Build Phase). Following this, billings will

occur 30 days before the start of each upcoming quarter. Each year thereafter, the fees will increase by 3%. Any inconsistency between the terms of this Agreement and the terms of Exhibit A, including provisions related to compensation and payment, shall be resolved in favor of the terms contained in this Agreement.

- 17.2. Reimbursement Expenses: Any out-of-pocket expenses to be incurred by Contractor and reimbursed by the Authority shall be identified on Exhibit A. Out-of-pocket expenses will be reimbursed without any additional mark-up thereon and are included in the Maximum Payment Obligation set forth below. Out-of-pocket expenses shall not include any payment of salaries, bonuses or other compensation to personnel of Contractor. Contractor shall not be reimbursed for expenses that are not set forth on Exhibit A unless specifically approved in writing by the Authority.
- 17.3. Invoicing: Contractor must submit an invoice which shall include clear identification of the deliverable that has been completed, and other information reasonably requested by the Authority. Payment will be made for Services satisfactorily performed within thirty (30) days of receipt of a proper and accurate invoice from Contractor.
- 17.4. Maximum Payment Obligation:
  - 17.4.1. Notwithstanding any other provision of the Agreement, the Authority's maximum payment obligation shall not exceed \$212,923.00 for the Initial Term and \$326,144.00 for all Renewal Terms (the "Maximum Payment Obligation"). No additional services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by the Authority for such additional services in accordance with the Authority's internal policies. Accordingly, no course of conduct or dealings between the Parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, and no claim that the Authority has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by the Authority for such additional services is not timely executed and issued in strict accordance with this Agreement, Contractor's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.
  - 17.4.2. For any Renewal Term, the Maximum Payment Obligation shall not exceed the sum that is equal to a three percent (3%) increase over the prior year's Maximum Payment Obligation after four Renewal Terms.
  - 17.4.3. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have no obligations under this Agreement after, nor shall any payments be made to Contractor in respect of any period after December 31 of any year, without an appropriation therefor by the

Authority in accordance with a budget adopted by the Eagle Valley Transportation Authority Board of Directors, in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

- 17.5. If, at any time during the term or after termination or expiration of this Agreement, the Authority reasonably determines that any payment made by the Authority to Contractor was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from the Authority, Contractor shall forthwith return such payment(s) to the Authority. Upon termination or expiration of this Agreement, unexpended funds advanced by the Authority, if any, shall forthwith be returned to the Authority.
18. **STATUS OF CONTRACTOR:** This Agreement constitutes an agreement for performance of the Services by Contractor as an independent contractor and not as an employee of the Authority. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between the Authority and Contractor except that of independent contractor. Contractor shall have no authority to bind the Authority.
19. **TERMINATION:**
  - 19.1. The Authority may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with sixty (60) calendar days' prior written notice to the Contractor.
  - 19.2. Notwithstanding the preceding Paragraph, the Authority may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this Paragraph is effective upon receipt of notice.
  - 19.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the Authority by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the Authority any prepaid cost or expenses.
20. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach



or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

## 21. INSURANCE:

- 21.1. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement requiring notification to the Authority in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices Paragraph of this Agreement. Such notice shall reference the Authority contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices Paragraph by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the Authority’s contract number. If any policy is in excess of a deductible or self-insured retention, the Authority must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 21.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The Authority’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the Authority’s rights or remedies under this Agreement.
- 21.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor’s insurer(s) shall include the Authority, its elected and appointed officials, employees and volunteers as additional insured.

- 21.4. Waiver of Subrogation: Contractor's insurance coverage shall be primary and non-contributory with respect to all other available sources. Contractor's policy shall contain a waiver of subrogation, specifying that the Contractor's insurance company shall have no right of subrogation against the Authority.
- 21.5. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the Authority.
- 21.6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the Authority, as a material representation upon which the Authority is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously affected, have been revoked as of the date Contractor executes this Agreement.
- 21.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- 21.8. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 21.9. Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$3,000,000 per occurrence and \$3,000,000 policy aggregate.
- 21.10. Additional Provisions:
- 21.10.1. For Commercial General Liability, the policy must provide the following:
- 21.10.1.1. That this Agreement is an Insured contract under the policy;

- 21.10.1.2. Defense costs are outside the limits of liability;
  - 21.10.1.3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - 21.10.1.4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the Authority.
- 21.10.2. For claims-made coverage:
- 21.10.2.1. The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the Authority, whichever is earlier.
  - 21.10.2.2. Contractor shall advise the Authority in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 21.10.3. Contractor is not entitled to workers' compensation benefits except as provided by the Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.
- 21.10.4. If Contractor fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to the Authority, the Authority shall be entitled to immediately terminate this Agreement.
- 21.10.5. The insurance provisions of this Agreement shall survive expiration or termination hereof.

## **22. DEFENSE AND INDEMNIFICATION:**

- 22.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the Authority, and any of its appointed and elected officials, agents and employees ("Indemnified Parties") for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the Services or work performed under this Agreement or are based on any performance or nonperformance by Contractor or any of its subcontractors hereunder ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify the Authority for any acts or omissions of Contractor or its subcontractors

either passive or active, irrespective of fault, including the Authority's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the Authority. This indemnification shall not apply to claims by any Third Party against the Authority to the extent that Authority is liable to such Third Party for such claims without regard to the involvement of the Contractor.

- 22.2. Contractor's duty to defend and indemnify the Authority shall arise at the time written notice of the Claim is first provided to the Authority regardless of whether claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the Authority shall arise even if the Authority is the only Party sued by claimant and/or claimant alleges that the Authority's negligence or willful misconduct was the sole cause of claimant's damages.
- 22.3. Contractor will defend any and all Claims which may be brought or threatened against the Authority and will pay on behalf of the Authority any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Authority shall be in addition to any other legal remedies available to the Authority and shall not be considered the Authority's exclusive remedy.
- 22.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Authority's protection.
- 22.5. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- 22.6. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 23. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the Authority is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.
- 24. **TAXES, CHARGES AND PENALTIES:** The Authority shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein.
- 25. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations,

under this Agreement without obtaining the Authority's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the Authority. The Authority has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the Authority; and (ii) no contractual relationship shall be created between the Authority and any sub-consultant, subcontractor or assign.

26. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Authority or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
27. **NO AUTHORITY TO BIND AUTHORITY TO CONTRACTS:** The Contractor lacks any authority to bind the Authority on any contractual matters.
28. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the Authority at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the Authority.
29. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the Authority, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
30. **CONFLICT OF INTEREST:**
  - 30.1. The signatories to this Agreement aver to their knowledge, no employee of the Authority has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Contractor has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Contractor shall not employ any person having such known interests.
  - 30.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any Party with whom the Contractor has a contractual arrangement, in conflict with

those of the Authority. The Authority, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

34. **GOVERNING LAW; VENUE**: Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the State of Colorado District Court for Eagle County, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.
35. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
36. **LEGAL AUTHORITY**: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The Authority shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
37. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
38. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
39. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the Authority will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
40. **INUREMENT**: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and

assigns permitted under this Agreement.

41. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
42. **FORCE MAJEURE**: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
43. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.
44. **AUTHORITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the Authority until it has been fully executed by all signatories of the Authority.
45. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
46. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the Authority. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Authority in the manner specified by the Authority. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
47. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the Authority. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to

Authority officials.

48. **COMPLIANCE FOR IN-SCOPE SERVICES:** The Contractor covenants and agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
- 48.1 Health Information Portability and Accountability Act (HIPAA)
  - 48.2 IRS Publication 1075
  - 48.3 Payment Card Industry Data Security Standard (PCI-DSS)
  - 48.4 FBI Criminal Justice Information Service Security Addendum
  - 48.5 CMS Minimum Acceptable Risk Standards for Exchanges and further covenants and agrees to maintain compliance with the same when appropriate for the Data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Paragraph. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this Paragraph may be revised or changed from time to time or Data may be utilized within the Services that change the compliance requirements. In the event that compliance requirements change, the Contractor and the Authority shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this Paragraph. In the event that compliance is required or statutory and no reasonable efforts are available, the Authority at its discretion may terminate the agreement for cause.
49. **ON-LINE AGREEMENT DISCLAIMER:** Notwithstanding anything to the contrary herein, the Authority shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.
50. **PROHIBITED TERMS:** Any term included in this Agreement that requires the Authority to indemnify or hold Contractor harmless; requires the Authority to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of C.R.S. § 24-106-109.
51. **ON-CALL SERVICES:** In the event that the Agreement or the SOW contains hourly or



daily rates the Contractor and the Manager may enter into Work Orders for ongoing services. The Authority shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the Authority doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the Authority all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third Party.

52. **RECORDS**: Contractor shall maintain for a minimum of three years, adequate financial and other records for reporting to the Authority. Contractor shall be subject to financial audit by federal, state or Authority auditors or their designees. Contractor authorizes such audits and inspections of records during normal business hours, upon 48 hours' notice to Contractor. Contractor shall fully cooperate during such audit or inspections.
53. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. § 24-76.5-103 prior to the effective date of this Agreement.

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

AUTHORITY:  
Eagle Valley Transportation Authority

By: \_\_\_\_\_  
Amy Phillips, Board Chair

CONSULTANT:  
Clever Devices, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHED EXHIBITS**  
**EXHIBIT A – CLEVER DEVICES PROPOSAL**  
**EXHIBIT B - SCOPE OF WORK**  
**EXHIBIT C - CERTIFICATE OF INSURANCE**

**EXHIBIT A**

CLEVER DEVICES PROPOSAL



PROPOSAL  
To  
EAGLE VALLEY  
TRANSIT AUTHORITY (EVTA)  
FOR  
HOSTED ENVIRONMENT

JUNE 4, 2024



300 Crossways Park Drive  
Woodbury, New York 11797



516-433-6100



160  
[www.cleverdevices.com](http://www.cleverdevices.com)

## CONTENTS

<b>1</b>	<b>HOSTING SOLUTION .....</b>	<b>3</b>
1.1	HOSTED ENVIRONMENT .....	3
1.2	APPLICATION SERVERS.....	4
1.3	DATABASE SERVER .....	4
1.4	COTS SOFTWARE.....	4
1.5	BUSINESS CONTINUITY.....	4
1.6	NETWORK CONNECTIVITY.....	5
1.6.1	WIRELESS COMMUNICATIONS .....	5
1.6.2	EVTA OPERATIONS CENTER CONNECTIVITY .....	6
<b>2</b>	<b>HOSTED DATA CENTER SECURITY .....</b>	<b>6</b>
2.1	DATA CENTER CERTIFICATIONS.....	6
2.2	WINDOWS UPDATES AND PATCHING .....	7
2.3	END POINT PROTECTION .....	7
2.4	SIEM ALERT AGGREGATION .....	7
2.5	DATA CENTER PHYSICAL SECURITY .....	7
<b>3</b>	<b>MONITORING AND SUPPORT .....</b>	<b>8</b>
3.1	OVERVIEW.....	8
3.2	STANDARD OPERATING PROCEDURE.....	8
3.2.1	SERVICE LEVEL AGREEMENT (SLA) RESPONSE TIME .....	9
3.2.2	SLA PENALTIES AND SERVICE CREDITS.....	9
3.2.3	MAINTENANCE AND UPGRADES.....	9
<b>4</b>	<b>TRANSITION PLAN AND RESPONSIBILITIES .....</b>	<b>10</b>
4.1	OVERALL TASK TIMELINE .....	10
4.2	PLANNING, RESEARCH & DOCUMENTATION .....	10
4.3	SQL AND SERVER TRANSITION TO HOSTED-DATALINK .....	10
4.4	SERVER TRANSITION TO HOSTED -DCC.....	11
4.5	SERVER TRANSITION TO HOSTED -VOIP .....	11
4.6	SQL AND SERVER TRANSITION TO HOSTED -BUSTIME.....	11
4.7	SQL AND SERVER TRANSITION TO HOSTED -CLEVERWORKS+ .....	12
4.8	SQL AND SERVER TRANSITION TO HOSTED -CLEVERCAD, INCLUDING VOIP 1.0.....	12
4.9	SQL AND SERVER TRANSITION TO HOSTED -CADSTORE .....	13
4.10	SQL AND SERVER TRANSITION TO HOSTED - CLEVER REPORTS .....	13
4.11	SQL AND SERVER TRANSITION TO HOSTED -AVM.....	14
4.12	SERVER TRANSITION TO HOSTED -UTA.....	14
4.13	RESPONSIBLE, ACCOUNTABLE, CONSULTED, INFORMED (RACI).....	14
<b>5</b>	<b>TRANSITION TIMELINE.....</b>	<b>15</b>
<b>6</b>	<b>PRICING.....</b>	<b>16</b>
6.1	CONFIDENTIAL QUOTATION .....	16
6.2	CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE.....	17
6.2.2	GENERAL .....	17
6.2.3	CLEVER DEVICES' WARRANTY POLICY – APPLICABLE TO HARDWARE PURCHASES ONLY .....	18
6.2.4	CLEVER DEVICES' RETURN AND EXCHANGE POLICY .....	19
6.2.5	CLEVER DEVICES' NON-WARRANTY SERVICE POLICY .....	20



## 1 HOSTING SOLUTION

The proposed solution would provide the Eagle Valley Transit Authority (EVTA) with a cloud hosting environment to support their ITS central server environment. This proposal will also cover the migration of all Clever Devices' products. Our solution offers EVTA a worry-free central software solution, with Clever Devices responsible for all resources and performance for the duration of the contract. EVTA won't have to worry about availability, bandwidth, scalability, or changing fees. Our Monitoring services ensure immediate responses to issues through our Customer Assistance Center, including predefined actions such as email support, restart service, script running, and event log entry creation. The result is confidence in business continuity for EVTA.

Clever Devices' standard procedures for deployments of this type will be followed. All migration activities, meetings, and support (excluding the activities listed above) will be performed remotely. Clever Devices will perform basic functional checks after each transition sub-phase, and then a full system validation after the migration and upgrades have been completed. Clever Devices will attend EVTA's remote meetings to provide status/progress, report any issues/concerns, and provide recommendations.

EVTA will be responsible for:

- Providing needed network and ACL support
- Scheduling and coordinating meetings; generating and maintaining the project schedule; and generating, maintaining, and reporting any required status reports.
- Initiating, scheduling, and maintaining EVTA's Change Control Board (CCB) process.

### 1.1 HOSTED ENVIRONMENT

Clever Devices manages several data centers to provide our customers with a highly dependable, worry free, hosted solution.

Through utilizing Clever Devices managed hosting services, you can be confident your mission-critical platform will realize industry leading performance and availability.

Clever Devices hosted solutions provide the following:

**Managed Services:** Clever Devices will provide system administration and troubleshooting, apply system patches, manage data backup and retention, maintain network uptime, and provide guarantee, and respond to configuration issues quickly and correctly.

**High Availability:** Through use of enterprise-class VMware virtualization, an industry-leading virtualization platform that will provide high availability across your entire virtualized IT environment without the cost or complexity of traditional clustering solutions.

**Bandwidth:** Dedicated servers come with a specific amount of included bandwidth, and additional bandwidth is available at pre-paid rates. Our hosted solutions provide enough bandwidth to support your IT environment and ensure optimal performance and availability.

**Scalability:** Clever Devices hosting solutions will provide the capacity to run your solution and strong scalability to support future growth. While Clever Devices takes care of

managing your virtual environment, you can focus on activities that help drive growth and innovation.

**Reduced Costs:** Consolidating servers through virtualization lets you control costs by reducing the amount of hardware you use.

## 1.2 APPLICATION SERVERS

The following servers will be migrated to the hosted data center as part of this proposal.

### APPLICATION SERVER CONFIGURATION

Servers	CPU Cores	Memory GB	Storage GB
Clever Server Manager	2	4	200
CleverCAD	4	8	180
AVM	4	12	180
DataLink / AVA	4	8	200
BusTime Prediction	4	8	180
BusTime Web	4	8	180
CleverReports	4	12	180
CleverWorks	4	8	180
DCC	4	8	180
VoIP	4	8	180
<b>Total</b>	<b>38</b>	<b>84</b>	<b>1840</b>

## 1.3 DATABASE SERVER

The following SQL server resources are designed to support up to 100 vehicles with 1 year(s) of data retention. CleverReports data is sized for 2 years retention. Server sizing provides enough resources to support an additional 10% increase in vehicles. CADStore is sized for 1-year retention at a 30 second poll interval. Data retention can be increased in yearly intervals for additional cost.

### SQL SERVER CONFIGURATION

SQL License	CPU Cores	Memory GB	Disk Size	Windows OS
SQL Standard	12	32	2100	Windows Server 2019

## 1.4 COTS SOFTWARE

Clever Devices will supply all Windows Server, SQL, and Antivirus licensing for all servers in the hosted data center.

## 1.5 BUSINESS CONTINUITY

Clever Devices will leverage Availability Zones for business continuity of the hosted data center. Many regions provide *availability zones*, which are separated groups of datacenters within a region. Availability zones are close enough to have low-latency connections to other availability zones. They are connected by

a high-performance network with a round-trip latency of less than 2ms. However, availability zones are far enough apart to reduce the likelihood that more than one will be affected by local outages or weather. Availability zones have independent power, cooling, and networking infrastructure. They are designed so that if one zone experiences an outage, then regional services, capacity, and high availability are supported by the remaining zones. They help your data stay synchronized and accessible when things go wrong. RTO within an availability zone is immediate.

In the unlikely event loses an entire availability zone, Clever Devices will perform daily snapshots and backups of the servers and data bases. These snapshots and backups can be used to install the system in an data center in a different region if necessary. In this event, RTO would be around 24-48 hours.

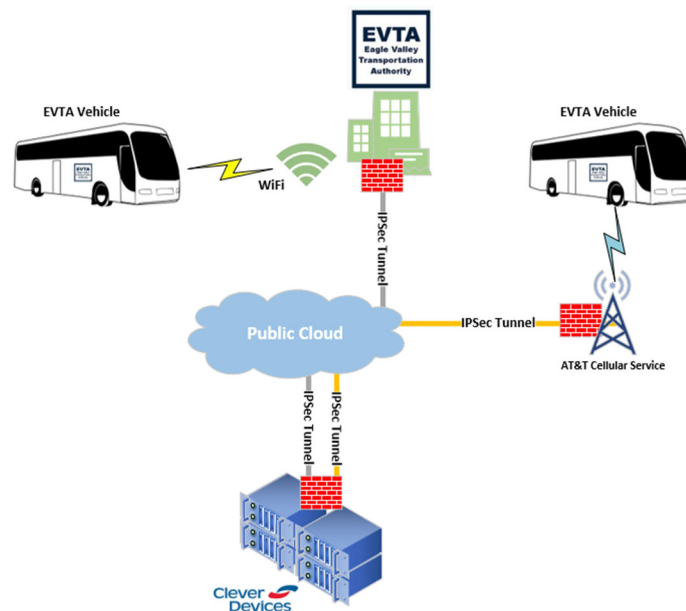
## 1.6 NETWORK CONNECTIVITY

### 1.6.1 WIRELESS COMMUNICATIONS

Clever Devices utilizes cellular communications to transmit our proprietary Over the Air (OTA) protocol. Clever Devices applications receive information such as vehicle location, passenger counts, vehicle faults, and alarms from the OTA packets. The packet payload is not user readable.

For this proposal Clever Devices designed the system to terminate the cellular data in the hosted data center and traverse an IPsec tunnel to users in EVTA Operations Center.

Bulk data uploads will use the existing WI-FI infrastructure located at the EVTA bus depots. EVTA will route this traffic to the hosted data center over the IPsec tunnel.



**Note:** In the event of a data center outage, AT&T will be required to reconfigure the IPsec tunnel to a new data center. The time it takes for this to happen is out of Clever Devices control and will not be applies against any SLA. Pricing can be provided for standby data center at EVTA Transit’s request.



### 1.6.2 EVTA OPERATIONS CENTER CONNECTIVITY

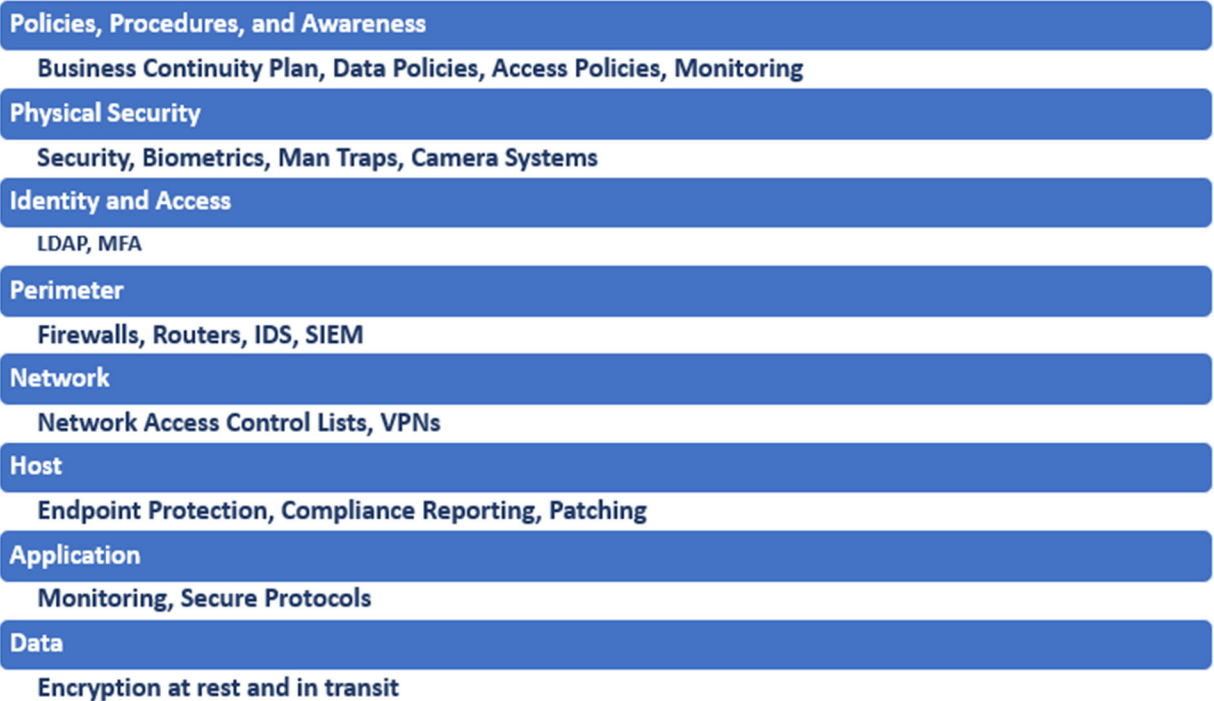
EVTA will need to terminate an IPsec tunnel at their data center, which originates from the hosted data center. Any EVTA employee who uses the system will require their data communications be routed over this IPsec tunnel. At a minimum this will require EVTA to provide, and maintain, edge firewalls and routing.

If EVTA has interest in an optional passive standby data center, this infrastructure will be required to support BGP routing protocol. Otherwise, any failover will require EVTA to manually reconfigure the IPsec tunnel during a failover.

**Note:** In the event of a data center outage, the current design requires Eagle County to reconfigure the IPsec tunnel. The time it takes for this to happen is out of Clever Devices control and will not be applies against any SLA. Pricing can be provided for standby data center at EVTA Transit’s request.

## 2 HOSTED DATA CENTER SECURITY

Clever Devices will deploy the hosted solutions in cloud data center, utilizing the NIST Framework, and adhering to our Defense-in-Depth strategy. Defense-in-Depth is a type of cybersecurity in which several independent layers of security controls are used so that if one fails another will be operative. Starting with your data we layer controls in the following manner:



### 2.1 DATA CENTER CERTIFICATIONS



SOC 1 & 2    ISO 27001    PCI    HIPAA

## 2.2 WINDOWS UPDATES AND PATCHING

Clever Devices utilizes a cloud-based patch management system to ensure all hosted servers remain in a healthy state. Authorized engineers will configure jobs to push out updates to both Microsoft Windows and Linux servers. A scheduled maintenance window will be established between project stakeholders so monthly security updates can be applied and the servers rebooted, if applicable. Clever Devices engineers oversee the patching process and validate server and application health after servers are rebooted.

## 2.3 END POINT PROTECTION

CrowdStrike is the standard End Point Protection (EPP) application for server security. The Falcon agent will be installed on both Windows and Linux servers. Clever Devices engineers monitor the Falcon console daily and receive email alerts. CrowdStrike engineers will become immediately involved in remediation efforts should an incident rated at 2.5 or above out of a scale of 10 be reported.

## 2.4 SIEM ALERT AGGREGATION

Clever Devices uses a security information and event management (SIEM) system which supports threat detection, compliance and security incident management through the collection and analysis (both near real time and historical) of security events of both virtual servers and network hardware. Clever Devices' engineers monitor the SIEM consoles for security-related issues and preconfigured email alerts are enabled for support notification and alerting.

## 2.5 DATA CENTER PHYSICAL SECURITY

For this project Clever Devices will utilize our cloud facility.

Security features included, but are not limited to –

- 24/7 Security guards
- No third-party access (only Otava in this specific use case)
- Biometric readers at each point of access (per data hall)
- Physical security cameras with 90 days DVR retention

## 3 MONITORING AND SUPPORT

Clever Devices delivers full-time monitoring and management services of our hosted environments. The Intelligent Management Platform is integrated into our Technical Assistance Center (TAC) ticketing portal, Clever Support Portal. The Clever Devices TAC team uses this web-based ticketing portal to track all customer-facing issues and communicate with the customer.

In addition, Clever Devices utilizes Clever Server Manager (CSM), a monitoring service that is currently installed and in use in the hosted data center located in Las Vegas, NV. CSM continuously monitors each server's status based on user defined performance and health points. If CSM discovers a problem, the service can perform over 20 predefined actions which can include but are not limited to, email support, restart service, script running, and event log entry creation. Status reports are available for servers and monitors, group summaries, up-time, and historical statistics. These reports can be password-protected and accessible by HTTPS, and/or delivered by email.

### 3.1 OVERVIEW

Clever Devices will work proactively to quickly identify solutions to issues prior to the disruption of service, when possible. If a disruption occurs, the immediate notification leads to efficient and improved response times, therefore reaching a resolution and service restoration faster.

### 3.2 STANDARD OPERATING PROCEDURE

The following information explains the Standard Operating Procedure (SOP) when we receive an alert and troubleshooting is completed for our customer.

1. We notify the customer of the issue and resolution.
2. The customer is provided an incident response report through the TAC Ticketing Portal and a phone call.

#### If the issue is not resolved:

1. TAC provides Tier 2 support and facilitates Tier 3 support.

**Note:** Tier 2 support refers to the alert being handled directly by TAC. Tier 3 support refers to escalating the alert to the necessary internal department such as ITIG, Development, or Systems Engineering.

1. TAC resolves the issue.
2. TAC provides customer an incident response report through the TAC Ticketing Portal and a phone call.

#### After the issue is resolved:

TAC provides a Root Cause Analysis (RCA) within 3 business days after resolution for all Priority 1 (P1) alerts.

### 3.2.1 SERVICE LEVEL AGREEMENT (SLA) RESPONSE TIME

The following table displays the priority and response time expectation for our advanced monitoring offering.

**Priority Type** - P1, P2, P3

- P1 - Refers to system-wide alerts and impacts system availability. 1 hour response
- P2 - Refers to reporting monitors related to specific vehicles or workstations. – 1 business day response
- P3 - Refers to alerts with no direct impact to service availability. – 2 business day response

### 3.2.2 SLA PENALTIES AND SERVICE CREDITS

Primary Data Center SLA Penalties: A service credit is calculated as follows: Annual Subscription fee / 525,600 minutes \* number of minutes not meeting Uptime SLA. A fraction of a second is considered a minute.

**Uptime SLA penalty example:** if during any month Clever Devices achieved a 99.5% SLA uptime the system will have been down for 3h 37m 21s. At a 99.9% SLA we should not have exceeded 43m 28s, a difference of 173.9 minutes.

In this scenario, using year one costs, the calculation would be  $\$75,687 / 525,600 * 174$ .

- $75,687 / 525,600 = 0.144$
- $174 * \$0.14 = \$24.36$

RTO Penalties: A service credit is calculated as follows: Annual Subscription fee / 525,600 minutes \* number of minutes exceeding RTO for regional outages. A fraction of a second is considered a minute.

**RTO penalty example:** if during an outage to the primary region Clever Devices takes 30 hours to restore the system, Clever Devices will have exceeded our commitment by 6 hours. In this scenario, using year one costs, the calculation would be  $(\$75,687 / 525,600) * (6*60)$ .

- $75,687 / 525,600 = 0.144$
- $6 * 60 = 360$
- $360 * \$0.14 = \$50.04$

### 3.2.3 MAINTENANCE AND UPGRADES

This SLA excludes planned maintenance that takes place during an agreed Maintenance Window as defined herein. Planned maintenance includes, but is not limited to:

- Software Upgrades
- Server and Network Equipment Refreshes
- Microsoft Patching.
- Firmware Upgrades

All maintenance will be performed at a time which will reduce any potential operational impact, during a Maintenance Window that will be agreed upon by VTA and Clever Devices. Notification of any planned maintenance will be sent out at least 48 hours prior to the work.

## 4 TRANSITION PLAN AND RESPONSIBILITIES

### 4.1 OVERALL TASK TIMELINE

- Current server review
- Application and SQL Server asset inventory
- Application/database inventory
- SQL account inventory
- Hosting procurement, server buildout
  - Occurs after handoff.
  - Includes
    - ACL from application servers
    - Drive sizing and allocation
    - Compute resource allocation
    - SQL server options/setup
- Transition -all hands-on deck
  - Each sub-phase should take about one week, after successful server verification, and EVTA Change Approval
    - DataLink
    - BusTime
    - CleverCAD/DCC
    - Reporting Applications
  - Each transition will need to accommodate for other on-going work, such as schedule export deployments or bus activity.

### 4.2 PLANNING, RESEARCH & DOCUMENTATION

- Tasks
  - Weekly status meetings
  - Current server review
  - SQL Server asset inventory
  - Application/database inventory
  - SQL account inventory
  - Server inventory
  - Application inventory and configuration
- Clever Devices Output
  - Application migration plan
    - This is dependent upon the migration mechanism (upgrade in place, and migrate VMs, or migrate to new application VMs)
  - Application verification plan

### 4.3 SQL AND SERVER TRANSITION TO HOSTED-DATALINK

- Databases
  - BusLinkAS
  - BusLinkDS
  - FleetManager

- Tasks
  - Install applications to new server, creating empty DBs on the new server.
  - Migrate databases to new SQL server.
    - BusLinkAS
    - BusLinkDS
    - FleetManager
  - Reconfigure applications (DataLink may require a reinstall of apps, due to encryption items)
  - Test functionality
- EVTA Output
  - Approve outage window -this can be during business hours, low impact changes at this stage.
- Clever Devices Output
  - Detach SQL databases on current SQL cluster.
  - Copy MDF/LDF files to new SQL server.
  - Attach four databases to new server.
  - Reconfigure applications.
  - Start application services on BusLink servers.
  - Test application functionality

#### 4.4 SERVER TRANSITION TO HOSTED -DCC

- Application
  - Install applications to new server, creating empty DBs on the new server.
- Testing
  - Using a single bus, verify that vehicle communications work end to end.

#### 4.5 SERVER TRANSITION TO HOSTED -VOIP

- Application
  - Install applications to new server, creating empty DBs on the new server.
- Testing
  - Using a single bus, verify that vehicle communications work end to end.
  -

#### 4.6 SQL AND SERVER TRANSITION TO HOSTED -BUS TIME

- Databases
  - BusTimeCofigurations\_X.X.X.X
  - BTdateeS1000XXXX
- Tasks
  - Install applications to new server, creating empty DBs on the new server.
  - Migrate databases to new SQL server.
    - BusTime Properties DB
    - BusTime Schedule DB
      - This will not be migrated.
  - Reconfigure items settings, DB properties for BT Prediction and test with supervisor map.
  - Reconfigure items for BT Web Servers and restart.
  - Test end to end, external functionality
- EVTA Output

- Work window approval
- Clever Devices Output
  - Stop all BusTime Services
    - Prediction and Web servers
  - Detach remaining BusTime DB on old SQL server.
  - Attach to new server.
  - SQL – Run Sp\_Change\_Users\_Login to ensure SIDS are not orphaned
  - Update system.scheduledb.url in Properties table via SSMS
  - Update conf.prp files on all servers
  - Start BusTime Services
  - Import current schedule.
  - If successful, hand off for application testing.

#### 4.7 SQL AND SERVER TRANSITION TO HOSTED -CLEVERWORKS+

- Database
  - EVTA\_Schedule
  - EVTA\_LiveSchedule
  - EVTA\_Staging
- Tasks
  - Install applications to new server, creating empty DBs on the new server.
  - Stop services for application.
  - Detach databases from old SQL servers.
  - Copy MDF/LDFs from old server to new servers.
  - Attach DBs to new server.
  - Make application adjustments.
  - Start application services.
  - Verify functionality.
- EVTA Output
  - Work window approval
- Clever Devices Output
  - Stop CleverWorks services.
  - Detach DB on old SQL server.
  - Copy files to new SQL server.
  - SQL – Run Sp\_Change\_Users\_Login to ensure SIDS are not orphaned
    - CleverWorks has an internal role/user that is critical.
  - Update SQL config file information on CleverWorks application server
  - Start CleverWorks server services.
  - Test CleverWorks functionality

#### 4.8 SQL AND SERVER TRANSITION TO HOSTED -CLEVERCAD, INCLUDING VOIP 1.0

- Databases:
  - CleverCAD
  - CleverCAD\_CADStore -see below.
  - CleverCAD\_ProcessController
  - CleverCAD\_Staging
- Tasks
  - Server verification in above step
  - Install applications to new server, creating empty DBs on the new server.

- CADStore migration this will be via restore to new SQL server.
  - This must be done before the CleverCAD migration.
- CAD DB migration -downtime
- SQL – Run Sp\_Change\_Users\_Login to ensure SIDS are not orphaned
- SQL – Run CAD DBFix Script
- Update CleverCAD client installations
- EVTA Output
  - Backup configuration for transitioned database
  - Update CleverCAD client installations
    - These are onsite.
- Clever Devices Output
  - Plan for migration of CAD DBs
  - Stop all CAD Services
  - Detach remaining CAD DBs on old SQL server.
  - Attach to new server.
  - SQL – Run Sp\_Change\_Users\_Login to ensure SIDS are not orphaned
  - SQL – Run CAD DBFix Script
  - Start CAD Services
  - If successful, hand off for application testing.

#### 4.9 SQL AND SERVER TRANSITION TO HOSTED -CADSTORE

- Tasks
  - Applications installed with CleverCAD Server Migration
  - SQL server verification –
  - SQL object verification -compare only & new servers
  - Transition databases to new server
  - Reconfigure applications to use new SQL server.
  - Handoff to SE team for system verification
- EVTA Output
  - SQL server handoff
  - Approval for environment downtime(s)
  - Backup configuration for transitioned database
- Clever Devices Output
  - SQL server verification
  - Transition forklift
  - Application reconfiguration
  - System verification

#### 4.10 SQL AND SERVER TRANSITION TO HOSTED - CLEVER REPORTS

- Install applications to new server, creating empty DBs on the new SQL server.
- Approval to migrate system.
- Stop FileManager services on active DataLink server.
- Disable CLEVERREPORTS Services on Hosted App Server
- On hosted SQL Server, Detach Databases, take all MDF, NDF, LDF files and relocate them somewhere else outside of the original Folder.
  - Shut off CLEVERREPORTS Services on ON-prem CLEVERREPORTS.
- ON old SQL Server, Detach Databases, Move Files to Hosted in the respective Folders, Attach



- Run Sp\_Change\_Users\_Login to ensure SIDS are not orphaned.
- Review SQL Agent jobs on new server
- Flush all Browser Caches for all CleverReports/CleverAnalytics users.

#### 4.11 SQL AND SERVER TRANSITION TO HOSTED -AVM

- Install applications to new server, creating empty DBs on the new SQL server.
- Approval to migrate system.
- Stop FileManager services on active DataLink server.
- Disable AVM Services on App server.
- ON old SQL Server, Detach Databases, Move Files to Hosted in the respective folders.
- Copy to new SQL server.
- Attach files to new SQL server via SSMS.
- Run Sp\_Change\_Users\_Login to ensure SIDS are not orphaned.
- Flush all Browser Caches for AVM users.

#### 4.12 SERVER TRANSITION TO HOSTED -UTA

- Continue to with current process to provide BusState Files to UTA
- Testing
  - Using a single bus, verify that vehicle communications work end to end.

#### 4.13 RESPONSIBLE, ACCOUNTABLE, CONSULTED, INFORMED (RACI)

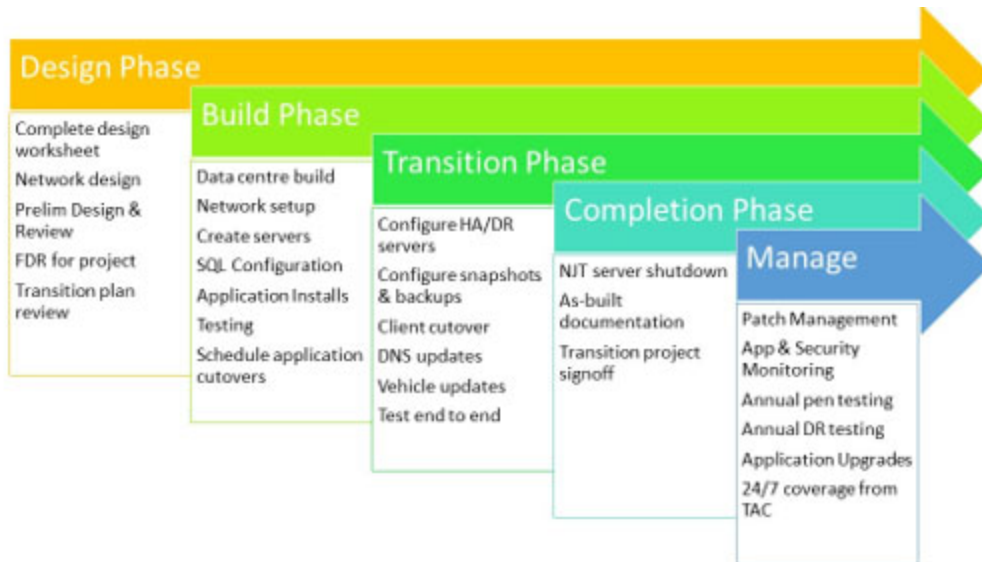
Responsible, Accountable, Consulted, Informed

Task	Clever Devices	EVTA	Eagle County IT	Notes
Hosted environment procurement	R,A	C	C	
Network Configuration	R,A	A	I	
Hosted environment configuration	R,A	I	I	
OS installation	R,A	I	I	
VM creation	R,A	I	I	
SQL server installation, including AOAG changes	R,A	C	A	Eagle County will need to ship data bases
Project Meetings	A	R,A	C	
Application changes	R,A	C	C	
Workstation changes	C	R,A	I	
Application testing	R,A	I	I	
SQL Design	R,A	C	I	
Transition Planning	R	A	C	
ACL Documentation	R,A	I	I	
Change Control	C,I	R,A	R,A	Eagle County is responsible for change control of the existing environment.

## 5 TRANSITION TIMELINE

Transition timeline begins at Notice to Proceed.

Phase	Duration
Phase 1 – Design	5 Weeks
Phase 2 – Build	10 Weeks
Phase 3 – Transition	5 Weeks
Phase 4 – Completion	2 Weeks
<b>Total</b>	<b>22 Weeks</b>



## 6 PRICING

### 6.1 CONFIDENTIAL QUOTATION

<b>ATTN:</b>	Lance Trujillo	<b>DATE:</b>	April 5, 2024
<b>COMPANY:</b>	Eagle Valley Transportation Authority		
<b>EMAIL:</b>	lance.trujillo@evta.org	<b>OPP ID #:</b>	0063s00000DrINa Rev3
		<b>PR #:</b>	9188
<b>ADDRESS:</b>	3289 Cooley Mesa Road, P.O. Box 1070 Gypsum, Colorado 81637	<b>RE:</b>	EVTA - Migrate to Hosted Solution
<b>PHONE:</b>	United States		

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Price
1	LOT	Implementation Services <b><u>Includes:</u></b> - One Time Setup Fees - Design - Configuration - Testing - Project Management	\$137,236.00
2	LOT	Annual Hosting & Services Year 1	\$75,687.00
3	LOT	Annual Hosting & Services Year 2	\$77,957.00
4	LOT	Annual Hosting & Services Year 3	\$80,296.00
5	LOT	Annual Hosting & Services Year 4	\$82,705.00
6	LOT	Annual Hosting & Services Year 5	\$85,186.00

**Notes:**

- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.

**Payment Milestones:**

Clever Devices proposes the following payment milestones for the Implementation Services.

- 20% at Notice to Proceed / Issuance of PO
- 25% at Completion of Design
- 25% at Completion of Build Phase and start of the first quarter of Annual Hosting & Service Year 1
- 20% at Completion of Transition Phase
- 10% at Project Completion

The first quarter of Annual Hosting and Services Year 1 would be billed along with the 3<sup>rd</sup> milestone (25% at the Completion of the Build Phase). Following this, billings will occur 30 days before the start of each upcoming quarter.

## 6.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

Note these terms may not be applicable to existing customers. If this quote is for an amendment to an existing agreement, all the terms and conditions of your valid agreement with Clever Devices remain in full force and effect.

### 6.2.1.1 APPLICABLE TO SOFTWARE LICENSE PURCHASES ONLY

#### Requirement for End User License Agreement

- Purchaser acknowledges that Clever Devices Ltd. ("Clever Devices") perpetually licensed software is sold subject to acceptance of the terms of the End User Licensing Agreement ("EULA")  
[http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices\\_EULA\\_RV20210428.pdf](http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices_EULA_RV20210428.pdf)
- Any entity procuring Clever Devices licensed products which is not the end user of the licensed product ("Non-End User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the EULA (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End User. Failure by a Non-End User to provide such a properly executed Clever Devices EULA to Clever Devices shall make the Non-End User liable for any misappropriation or misuse of Clever Devices' products and be subject to damages as defined in the EULA.

#### Obligations of Non-End User Procuring Entities

- Non-End Users are granted the right to install the licensed products and to test their functionality in the end user designated space or equipment. Non-End Users do not have licenses to otherwise use, sublicense, resell, or operate Clever Devices' products, and no other licenses or rights to use are provided or implied by this Agreement.

### 6.2.2 GENERAL

- All Purchase Orders must be sent to the following email address:  
customerPO@cleverdevices.com
- Prices are quoted in USD unless otherwise specified
- Prices do not include shipping, sales tax or duties unless otherwise specified
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote.
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted. Clever Devices reserves the right to update pricing and schedule if the quote is not exercised within the validity time period.
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Clever Devices shall be paid for the items quoted above as follows:
  - Payment terms are Net 30 days from the date of shipment or when rendered services are completed, subject to prior approval of our Credit Department
  - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
  - Clever Devices' General Terms and Limits of Liability apply

- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and, if available, the order will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797.
- Clever Devices shall not be liable for failure of or delay in performing obligations set forth in this Quote if such failure or delay is due to natural disasters or any causes beyond the reasonable control of Clever Devices
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair.
- Unless negotiated and otherwise agreed to in writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work

### 6.2.3 CLEVER DEVICES' WARRANTY POLICY – APPLICABLE TO HARDWARE PURCHASES ONLY

Clever Devices' warranty obligations are limited to the terms set forth below:

- 1) New Manufactured Products Limited Warranty
  - a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship
  - b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge
  - c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
  - d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser.
  - e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication or improper installation; (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils; (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician; (d) to a product or a part that has been modified without the written permission of Clever Devices; (e) if any of Clever Devices' serial number has been removed or defaced; or (f) expendable or consumable parts, such as batteries and flashcards

- f) Clever Devices shall not be liable for any special, incidental or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause
- 2) Warranty Repair Policy
  - a) A replacement or repaired product assumes the remaining warranty of the original product or ninety (90) days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property, and the replaced product becomes Clever Devices' property.
- 3) Obtaining Warranty Service
  - a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
  - b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
  - c) The original purchaser assumes all cost in shipping the defective product to Clever Devices, and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

**Ship to:**

Clever Devices Ltd.  
Attn: Service Department RMA # \_\_\_\_\_  
2118 Energy Drive  
Apex, NC 27502

#### **6.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY**

Clever Devices does not accept returns without an RMA. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should the customer receive replacement merchandise damaged in shipment, it is their responsibility to file a damage claim immediately with the delivery carrier.

### 6.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

- 1) Non-Warranty Repair Policy
  - a) Non-warranty repairs made by Clever Devices carry a limited repair warranty of ninety (90) days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within ninety (90) days from shipment from our facility.
- 2) Field Service
  - a) Field Service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, lodging and Per Diem rates. Contact Clever Devices for current Per Diem rates.

<b>GENERAL FIELD SERVICE RATES:</b>	
Transportation	Actual cost using commercial coach or business class air, first class rail, bus, rental car, and cab services as applicable, including transportation to and from the airport*
Mileage Allowance	IRS allowable rates
Personal Expenses	Per Diem rates
Basic Rates	\$150.00 per hour for actual time in customer's plant, plus a flat rate for round-trip travel time**
Miscellaneous	Actual charges for other necessary items such as tolls, parking, and freight charges*
*	Charges may be subject to a 12% administrative fee
**	Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved

- 3) Non-Clever Devices Product Received for Repair
  - a) Product received for repair that was not manufactured or supplied by Clever Devices will be held for a period of up to ninety (90) days and will then be subject to discard, unless alternative arrangements have been agreed to in advance. Clever Devices will require the customer's shipping number in order to return the product.

**Primary Customer Point of Contact:**

Chris Gates  
 Senior Strategic Account Manager  
 cgates@CleverDevices.com  
 516-749-5834

**Prepared By:**

Anil Mohabir  
 Manager, Pricing

## CLEVER DEVICES TRADEMARKS

Clever Devices®  
AVA®  
AVM®  
BusLink®  
BusLink Switch®  
BusTime®  
BusTools®  
BusWare®  
Celrado®  
CleverAnalytics®  
CleverCAD®  
CleverCare®  
CleverCERT®  
CleverCount®  
CleverReports®  
CleverWorks®  
IncidentAnalytics®  
IdleMonitor®  
Intelligent Vehicle Network®  
IVN®  
Mtram®  
M.A.I.O.R.®  
PerfectNav®  
RSM Services®  
RideCheck Plus®  
Secure Bus Access®  
SmartYard®  
SpeakEasy®

**Note:** All images used in this document are provided for example purposes only. Images may contain additional content outside of the proposed solution.



**EXHIBIT B**  
**SCOPE OF WORK**

## **Exhibit B – Scope of Work**

### **1. EVTA Firewall**

- a. The Contractor will provide support assistance to the Authority's Managed Service Provider to configure the IPsec tunnel required for the data connection.

### **2. Urban Transit Associates Data**

The Contractor will be responsible for creating a scheduled task for the Automated Passenger Counting (APC) data at the hosted location. The BusState files from each vehicle in service that day will be transferred to the Urban Transit Associates file location provided.

### **3. BusTime Updates**

- a. The BusTime URL will be updated to a URL provided by the Authority. The URL will be selected after the Authority has finalized a branding process set to be completed by August 1, 2024.
- b. BusTime styling will be updated to meet the new branding and colors that will be available on August 1, 2024.

### **4. Server Access**

Server access, by way of client application connectivity, will be made available to EVTA IT staff members to perform job functions related to managing the Clever Devices system. By way of example, the clients that will be needed for the following list are DataLink Distribution Client, Fleet Manager Client, DataLink Authentication Client. Tools within the hosting environment can alert when files transfers are unsuccessful. Further, the Parties will work on a shared drive or FTP process to gain access to BusState files.

- Creating and managing distributions to buses
- Managing the addition and edits to fleet vehicles
- Troubleshooting BusState files
- Reporting and troubleshooting Wi-Fi connectivity to busses
- Verifying the file transfer to Urban Transit Associates (UTA)

**EXHIBIT C**

CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797	<b>CONTACT NAME:</b> Jenifer Ferris <b>PHONE (A/C. No. Ext):</b> 800-767-7837 <b>FAX (A/C. No.):</b> 516-487-0372 <b>E-MAIL ADDRESS:</b> request@sterlingrisk.com
<b>INSURED</b> Clever Devices, Ltd. 300 Crossways Park Drive Woodbury NY 11797	License#: BR-1418528 CLEVDEV-01
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> HSB Specialty Insurance Company	<b>NAIC #</b> 14438
<b>INSURER B:</b> Federal Insurance Company	20281
<b>INSURER C:</b> Great Northern Insurance Company	20303
<b>INSURER D:</b> Chubb Group of Ins Co	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 1838560993** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	3602-86-48	10/7/2023	10/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							
C	<b>AUTOMOBILE LIABILITY</b>	Y	Y	7358-52-17	10/7/2023	10/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY							
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	Y	Y	7988-60-45	10/7/2023	10/7/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		Y	7175-03-40	10/7/2023	10/7/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below			N/A				
A	Cyber / Professional Liability	Y		6632297-01	10/7/2023	10/7/2024	OCC/AGG \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Certificate holder is included as Additional Insured on a Primary and Non-contributory basis as per endorsement form 80-02-2367 (5-07) to the extent provided therein. Waiver of subrogation applies as per endorsement form 80-02-2000 (4-01).

<b>CERTIFICATE HOLDER</b>  Eagle County, Colorado Attn: Lance Trujillo 500 Broadway, PO Box 850 Eagle CO 81631	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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

**Meeting Date:** 06/12/2024

---

**SUBJECT:** SP+ Contract Amendment and Additional Funding

**RECOMMENDED ACTIONS:**

- 1) Approve a proposed amendment to our contract with SP+ for Purchased Transportation Services, including changes to the agreed upon operating timeframe and the allocation of an additional \$985,000 in funding to allow SP+ to also assist with providing summer season service.

---

**BACKGROUND:**

EVTA executed a single-source contract with transportation service provider SP+ to operate the Vail-Beaver Creek Express service for the winter service season. This contract was entered into as a pilot project to assess the viability of integrating contract service into our operating model and allow for quicker progress towards implementation of an EVTA-funded fare-free zone.

The current SP+ contract allows for operation between November and April and goes dormant for the summer season (May through October). Pricing for the original contract assumed winter season service only.

We are requesting an amendment to the existing contract and additional budget to allow SP+ to also assist with summer season service delivery. Integrating SP+ vehicles into our summer season service allows us to increase overall system capacity quickly and meet increased demand that we expect to see following full implementation of our fare-free zone.

---

**FINANCIAL CONSIDERATIONS:**

The current budget includes \$8,330,374 for purchased transportation services, which includes the cost of the existing SP+ contract and the projected costs of ECO Transit service for the first six months of the year (prior to the transition of operations to EVTA).

The projected cost of using SP+ to augment summer service is \$984,234.13.

---

**ATTACHMENTS:**

1. SP+ Contract Amendment

## FIRST AMENDMENT OF TRANSPORTATION SERVICE AGREEMENT

THIS FIRST AMENDMENT OF TRANSPORTATION SERVICE AGREEMENT (this “**First Amendment**”) is entered into as of June 12, 2024 but is effective as of May 19, 2024 (the “**Effective Date**”) by and between Eagle Valley Transportation Authority, (“**Client**”), and SP PLUS CORPORATION, a Delaware corporation (“**Operator**”).

### RECITALS

A. Client and Operator entered into that certain Transportation Service Agreement dated October 1, 2024 (the “**Agreement**”) whereby Operator provides shuttle bus transportation services for the rapid transit authority program (“**RTA Program**”) in Eagle County, Colorado.

B. Client and Operator hereby desire to modify certain terms of the Agreement to include the provision of the Service from May to November.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Operator hereby agree to amend the Agreement as follows:

1. **Term.** Client Section 2.1 of the Agreement is deleted in its entirety and replaced by the following:

“2.1 The initial term of this Agreement shall be for three (3) years commencing on October 1, 2023 (the “**Commencement Date**”) and continuing through and including September 30, 2026 (the “**Initial Term**”), unless terminated earlier as provided in this Agreement. The term “**Year**” shall mean the twelve (12) consecutive months beginning with the Commencement Date and each twelve-month period thereafter. Operator shall provide. The operation period from November 24 to May 18 for the Service is hereinafter referred to as the “**Ski Season**”. The operation period from May 19 to November 23 for the Service is hereinafter referred to as the “**Summer Program**.””

2. **Service Fee.** In addition to the Base Service Fee and Hourly Fee as described in Section 5 of the Agreement for the Ski Season, Client shall pay Operator a Base Summer Service Fee and Hourly Fee for the Summer Program as described in the Agreement and below. Section 5.1 is amended to add the following:

“5.1 As compensation for Operator’s services during the Summer Program, Client shall pay Operator a service fee of \$240,000 (the “**Base Summer Service Fee**”) paid in six (6) equal monthly installments of \$40,000.00 during the duration of the Summer Program.”

Section 5.2 of the Agreement is deleted in its entirety and replaced with the following to reflect the increased Hourly Fee for the Ski Season and the Hourly Fee for the Summer Program:

“5.2 Additionally, Client shall pay Operator a fee based on an hourly rate of \$70.09 per hour (the “**Hourly Fee**”), which shall be prorated for any partial hour. The Hourly Fee shall also apply to any driver training. Notwithstanding the foregoing to the contrary, Operator shall be guaranteed to work a minimum of three-hundred and twenty (320) hours per week for the

Ski Season (the “**Guaranteed Ski Weekly Minimum**”). In the event the number of hours Operator actually worked in any week is less than the Guaranteed Ski Weekly Minimum then the Hourly Fee due to Operator for that week shall be the Guaranteed Ski Weekly Minimum multiplied by the then current Hourly Rate. Further, Operator shall be guaranteed to work a minimum of ten thousand one hundred and five hours (10,105) hours during the Summer Program (the “**Guaranteed Summer Minimum**”). Likewise, in the event the total number of hours Operator actually worked during the Summer Program is less than the Guaranteed Summer Minimum, then the Hourly Fee due to Operator at the end of the Summer Program shall be the Guaranteed Summer Minimum less the total number of hours worked, multiplied by the then current Hourly Rate.”

Section 5.4 of the Agreement is deleted in its entirety and replaced with the following:

“5.4 The Base Service Fee, the Base Summer Service Fee, and the Hourly Fee (collectively the “**Service Fee**”) will be paid by the Client pursuant to Section 6.”

3. **Miscellaneous.** Except as specifically amended herein, the Agreement and all of the terms and provision thereof shall remain in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control. All capitalized terms used but not defined herein shall have the same meaning as they do in the Agreement. The Recitals set forth above in this First Amendment are hereby incorporated by this reference. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment and have made it effective as of the day and year first written above.

**Operator:**

**SP PLUS CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
David Lombardi  
Senior Vice President

**Client:**

**Eagle Valley Transportation Authority**

By: \_\_\_\_\_  
Name:  
Title:



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

**Meeting Date:** 06/12/2024

---

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

**RECOMMENDED ACTIONS:** Motion to authorize EVTA to enter into a vehicle maintenance contract with 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's Fleet Department has traditionally been the sole provider of maintenance for the ECO Transit fleet. Current needs exceed their capacity but they remain one of the few entities with a facility and staff capable of doing the type and quality of work we need. At the transition, EVTA's intent is to continue using Eagle County Fleet for approximately half of its maintenance needs to ensure fleet reliability and availability and minimize disruption to both EVTA and Eagle County staff and operations provided we can come to an agreement that works well for both parties.

EVTA and Eagle County staff have developed a contract with terms similar to those we have agreed to with other contracted maintenance providers. The attached contract is for the maintenance of 35 vehicles (29 transit vehicles, 6 support vehicles) for 12 months (July 1, 2024- June 30, 2025, with renewal options). It is a time and materials contract with anticipated value of approximately \$570,000 based on past year costs. EVTA legal counsel has reviewed the agreement to ensure it meets EVTA standards.

Entering into this contract will allow us to continue to rely on the services of the Eagle County Fleet Department as we evaluate our maintenance options and resources moving forward.

---

**FINANCIAL CONSIDERATIONS:**

There is currently \$1,039,395 in the 2024 EVTA budget to cover vehicle maintenance

**VEHICLE AND EQUIPMENT MAINTENANCE SERVICES AGREEMENT  
BETWEEN  
EAGLE VALLEY TRANSPORTATION AUTHORITY AND  
EAGLE COUNTY, COLORADO**

THIS AGREEMENT (“Agreement”) is made and entered on \_\_\_\_\_, 2024 by and between Eagle County, State of Colorado (“County”), whose mailing address is P.O. Box 850, Eagle, Colorado 81631, and the Eagle Valley Transportation Authority (“EVTA”), whose mailing address is \_\_\_\_\_. County and EVTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

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

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

2. Term of Agreement. This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2024, and subject to the provision of paragraphs 3 and 22 hereof, shall continue in full force and effect through June 30, 2025. This Agreement may be extended for additional one-year terms upon written agreement of the Parties. Any amendments or modifications shall be in writing signed by both Parties.

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

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, EVTA may, at its convenience, suspend the services of the County by giving the County written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the County shall cease its work in as efficient a manner as possible so as to keep its total charges to EVTA 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 Services shall be performed during the period of such suspension except with prior written authorization by the EVTA Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the County’s receipt of the notice of suspension, the County may terminate this Agreement by providing EVTA

with written notice of termination. Upon EVTA's receipt of such notice of termination from County, this Agreement will be deemed terminated.

5. Compensation. In consideration of the Services to be performed pursuant to this Agreement, EVTA agrees to pay the County on a time and materials basis at the rates set forth in **Exhibit A**. The County will submit invoices to EVTA by the 10<sup>th</sup> day of each month on account of the prior month. Payment will be made within thirty (30) days of receipt of the invoice. All invoices shall include detail regarding the hours spent, tasks performed, and such other detail as EVTA may request. EVTA shall provide no benefits to the County other than the compensation stated above.

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

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

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

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

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

11. Insurance. EVTA and the County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 ("CGIA"). Both Parties shall, at all times during the term of this Agreement, maintain any such liability insurance, whether by commercial policy or self-insurance, as is necessary to meet any liability under the CGIA. The County shall additionally obtain and maintain garage keepers' liability insurance for coverage of the Fleet vehicles identified in Addendum 1 to the Scope of Services set forth on Exhibit A, here. The County and EVTA, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Each Party shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

12. Warranty. The County shall perform all Services in a prompt, efficient and workmanlike manner. The County shall correct any errors or deficiencies in the County's Services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by EVTA. EVTA's approval of the County's services shall not diminish or release the County's duties or obligations hereunder, since EVTA is ultimately relying upon the County's skill and knowledge to perform the Services. The County will warrant parts supplied under this Agreement for a minimum of sixty (60) days or the length of the warranty provided by the supplier or manufacturer, whichever is greater. The warranty set forth in this Section 12 shall be in lieu of all other warranties, express or implied.

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

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

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

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

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

of the operation of this Agreement that both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

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

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

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

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

22. Annual Appropriation. EVTA'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 EVTA's Board of Directors.

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

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

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

A copy of any notice provided to the County shall also be sent to: Eagle County Attorney  
500 Broadway  
Post Office Box 850  
Eagle, Co 81631  
Telephone: 970-328-8685  
Facsimile: 970-328-8699  
E-Mail: atty@eaglecounty.us

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

Collins Cole Flynn Winn & Ulmer, PLLC  
Attn: Kathryn Winn  
165 S. Union Blvd, Suite 785  
Lakewood, CO 80228  
Telephone: 303-218-7205  
Email: [kwinn@cogovlaw.com](mailto:kwinn@cogovlaw.com)

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

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

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

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

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

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

EAGLE VALLEY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF EAGLE, STATE OF COLORADO,  
By and Through the OFFICE OF THE COUNTY  
MANAGER

By: \_\_\_\_\_

Its: County Manager

Date: \_\_\_\_\_

EXHIBIT A  
Scope of Services



## EXHIBIT A

# SCOPE OF SERVICES AND COMPENSATION

### I. INTRODUCTION;

EVTA's ongoing mission is to improve the performance of its fleet, reduce costs and downtime, while improving fleet reliability and functionality through enhanced fleet maintenance practices. EVTA desires to contract with a qualified County that will provide the best value to EVTA, creating a partnership to better achieve EVTA's mission and objectives.

#### DEFINITIONS

**Abuse:** physical damage to a vehicle or equipment directly resulting from misuse, and other damage exceeding normal wear and tear, as determined by EVTA.

**Availability:** the percentage of time a unit of the fleet is available for use during each month by EVTA.

**Contract Administrator:** For purposes of this Agreement, \_\_\_\_\_ will serve as the Contract Administrator.

**Downtime:** the percentage of time during which a unit of the fleet is unavailable for use by EVTA, due to the need for scheduled or unscheduled maintenance or repairs. Downtime begins at the point a unit is delivered to the Maintenance property and facilities or the point at which the County is notified that a unit requires towing to a service location or a mobile repair. Downtime ends at the point the County notifies EVTA that the unit is available for service. Downtime does not include the time required for the County to perform repairs necessitated by abuse, negligence accidental collisions, warranty repairs, vandalism, or force majeure events which are not the fault of the County, and such time shall be computed based on the number of normal business hours the fleet unit is unavailable for use due to such causes.

**Equipment:** that equipment included in the Fleet vehicles listed in Addendum 1.

**Fleet:** all vehicles listed in Addendum 1, attached hereto and incorporated herein upon delivery from EVTA to County, as it may be amended due to the addition or deletion of vehicles or equipment.

**Fleet Management Best Practices:** those fleet management and maintenance best practices generally accepted within the motor vehicle, transit, and transportation fleet management industry as the practices which obtain the maximum functionality.

**Normal Business Hours:** the hours of the day and days of the week during which the real property and facilities are required to be open and available for repair and maintenance service. For purposes of this Agreement, Normal Business Hours are from 6:00am – 7:00 pm daily.

**Normal Wear and Tear:** damage, parts failure, or exceedance of component specifications occurring in the operation of transit vehicle and equipment typically expected for that type of vehicle or equipment over time under typical operating conditions for that type of vehicle or equipment. Normal Wear and Tear as applied to physical facilities and office and shop equipment means damage or deterioration that occurs during normal intended use of facilities and office and equipment without negligence, carelessness, or abuse thereof.

**Preventive Maintenance (PM):** scheduled and routine servicing of vehicles and equipment performed to mitigate and reduce breakdowns, prolong the life expectancy of vehicles and equipment, minimize vehicle and equipment downtime, and maintain vehicle and equipment performance. Preventive Maintenance shall meet or exceed original equipment manufacturer (OEM) specifications, warranties, and recommendations. Preventive Maintenance shall include, but not be limited to, scheduled routine inspections, servicing, and repair and/or replacement of component parts and fluids necessitated by normal wear and tear.

**Original Equipment Manufacturer (OEM):** a company that manufactures and sells products or parts of a product that their buyer, another company, sells to its own customers while putting the products under its own branding.

**Overhead Costs:** costs included indirect expenses incurred for such items as indirect shop supplies, parts, office supplies, uniforms, bonding costs, copying services, non-capitalized equipment, shop tools, training, and insurance. Costs for maintenance and/or repair and/or rental of equipment used in delivering goods and services under the Contract.

**Quick Fix Repairs:** a non-scheduled repair that can be completed in less than one hour when the operator delivers the vehicle/equipment to the maintenance facility for service and chooses to wait for the service. Examples of Quick Fix Repairs include replacing wiper blades, fuses, light bulbs, and/or tires; tire repair; topping off fluids; and adding air to tires. This service will be continuously available during normal hours of maintenance facility operation.

**Road Service:** any repair that precludes the operator from bringing the vehicle to the maintenance facility for service and that generally takes less than one hour to complete. Examples include tire repair, jumping or replacing a dead battery, and fixing broken lights.

## **STATEMENT OF WORK** (the “Work” or the “Services”)

### I. OVERVIEW OF MAINTENANCE SERVICE

- EVTA is the primary provider of public transportation services in the Eagle River Valley.
- EVTA: Fixed–route to the Vail Valley, and parts of unincorporated Eagle County with approximately three thousand (3,000) one-way trips per day.
- ADA Complementary Paratransit service within ¾ mile of the fixed-route service.

### Operational Profile

The transit service operates 365 days per year. EVTA operates its fixed-route transit service with a goal of a 20% spare ratio; spares include vehicles undergoing preventive maintenance, vehicles being repaired, and vehicles

available as spares that could be deployed for service and training as needed.

EVTA hours of operation are approximately:

- Monday to Thursday 4:30 AM to 2:00 AM
- Friday 4:30 AM to 2:30 AM
- Saturday 4:30 AM to 2:30 AM
- Sunday 4:30 AM to 2:30 AM

## II. EVTA FLEET VEHICLES

All Fleet vehicles shall be licensed and registered by EVTA in the name of EVTA at EVTA's expense. EVTA shall purchase all EVTA owned vehicle license tags.

EVTA shall provide all rolling stock equipment including fareboxes, mobile ticketing validators, radios, variable message signs, head signs, AVL/GPS, and cameras.

### Computers and Software

EVTA will not be providing the County with any computers, or computer associated equipment for use in connection with the performance of the Services. The County will provide and maintain licenses for all vehicle diagnostic, repair, and maintenance software programs required to properly maintain EVTA's fleet vehicles. The County will be responsible for providing reports and/or providing access to information regarding EVTA's fleet assets, electronically or printed when requested by EVTA.

### Communications

EVTA will provide voice radio communications equipment for all assigned vehicles. Installation of all radio communications equipment will be provided by EVTA. All costs related to damage to voice radio communications equipment and/or repairs to such equipment resulting from negligence or abuse caused by the County, will be the financial responsibility of the County.

## III. THE COUNTY SHALL PROVIDE THE FOLLOWING:

The County will provide all facilities, supervision, labor, parts, materials, supplies, office equipment, and subcontractor(s) services required, unless specifically exempted under the terms of this SOW, necessary to provide the Services consistent with generally accepted fleet practices and in accordance with the performance standards specified herein. Unless otherwise agreed and duly authorized by the Parties in writing, County's facilities, where the Services shall be performed, are located at 3289 Cooley Mesa Road, Gypsum, Colorado 81637.

### Facility and Equipment Operations and Maintenance

The County shall be required to perform inspections, observations, preventative maintenance, service, repair, or replacement of parts and components of Fleet at the very minimum according to EVTA's Fleet Maintenance Plan. The County will refer to the Fleet Maintenance Plan, for all specifications, performance frequencies, and minimum requirements. Electronic copies of all reference plans and documents will be made available upon request.

Upon completion of the required actions per the Fleet Maintenance Plan, the County's employees shall transmit the completed portions of all required reports via electronic mail, to the following email address: [fleet@evta.org](mailto:fleet@evta.org). The County shall be responsible for transmitting the completed documents no later than the 10th calendar day of the month following the month in which maintenance and inspection activities were performed.

The County will ensure that vehicle maintenance performance standards are met in accordance with the Fleet Maintenance Plan, regardless of any shop equipment maintenance or repair needs.

Any accidental release or spill of fluids, oils and/ or fuel by the County, will be corrected at the County's sole expense.

The County will be responsible for the security of the Fleet during the performance of the Services under this Agreement.

The County will provide the Services outlined under the terms of this SOW to assure the continuity of effective and economical operation of EVTA's fleet and equipment in accordance with the Fleet Maintenance Plan.

The County will provide all repairs needed to the Fleet, including any repairs needed for the interior of the vehicle.

### Information Technology (IT) equipment:

County will provide corrective action recommendations for low voltage electrical wiring and cabling in the Fleet vehicles, as it relates to ITS hardware. ITS Equipment includes but is not limited to the following:

- On-board cameras
- Head signs
- AVL/GPS units
- On-board communication devices; modems
- Variable message signs
- Fareboxes
- Geotab Devices
- Lytx Devices
- \*Integration and/or calibration of ITS equipment after install, will be completed by the Transit IT Department
- Repair, removal, and replacement of Masabi Mobile Ticketing JRV validator and associated wiring

County will dispose of all Fleet vehicles and vehicle parts as directed by EVTA. County will comply with all applicable disposal laws.

- For example, if the County is given permission by Contract Administrator to remove parts from a vehicle, the County must arrange for disposal of the “remains” of that vehicle as agreed upon between Contract Administrator and the County.

Priorities may change daily depending on emergencies, work priorities, and availability of backup vehicles. The County will be responsible for following repair priorities established by Contract Administrator to meet EVTA’s expectations for vehicle availability.

The County shall provide preventative maintenance (“PM”) and unscheduled repairs to all Fleet vehicles and equipment under an established repair priority system to be mutually agreed upon by the parties. County

The County’s repair priority system shall be in accordance with the directions of the Contract Administrator with final approval by the Director of Transportation or designee(s).

The County will provide the Contract Administrator with estimated completion time for repair services daily. The County must notify the Contract Administrator via email explaining why any repair completion estimates will exceed 24 hours.

The County must analyze, in advance, the cost effectiveness of any repair exceeding \$2,000 for all Fleet vehicles and equipment, or any repair where the cost estimate is more than the fair market value of the vehicle or equipment as confirmed by EVTA. These repairs require approval in advance by EVTA.

If the County believes that replacement appears to be more cost-effective than repair, such recommendation shall be presented to EVTA. EVTA will make the final decision on the disposition of the vehicle or equipment. EVTA will place in a suspended status any vehicle or equipment awaiting repair authorization relative to the performance standards described in this SOW.

#### Time and Material Services

The County will provide all services on a time and materials basis at a rate specified in this SOW. All labor time will be calculated using a flat-rate manually and/or using applicable and available software. The County will submit invoices to EVTA on a monthly basis clearly breaking out labor rate and material costs.

Pricing Matrix as follows:

- Labor Rate – \$150 per hour
- Paint and Body labor rate: \$110 per hour
- Parts Markup – 25%
- Outside services – Invoice for service plus 10%

The County will document each employee and the actual hours each employee charged to a work order or to stand-by hours. In the event of an emergency, all additional costs pertaining to emergency operations and personnel, shall be negotiated, and approved by the Contract Administrator.

EVTA will not be responsible for any overtime required by the County to meet service performance standards of this SOW.

The County will provide parts procurement, stocking, and disbursement services during all emergencies and for all Services.

The County will be required to report all known vehicle collisions caused by the County to EVTA via email within twenty-four (24) hours of the incident. The County will arrange for towing of the vehicle to the Transit maintenance facility as directed by EVTA.

The County will notify EVTA via email whenever a vehicle shows physical damage not associated with a reported vehicle collision and not caused by normal wear and tear.

It will be the responsibility of the County to identify the base cause of damages and classify the repair appropriately. In both cases, EVTA must approve the repair in advance. Any such work performed by the County without prior approval from EVTA shall be at the sole expense of the County. The County's monthly reports will include all instances of repairs necessitated by negligence, abuse, or vandalism.

Windshields may incur minor damage that can be safely repaired, they may be repaired by a fleet maintenance technician or auto body technician so long as the damage is not obstructive to the view of the driver. In cases where the windshield is cracked, the windshield shall be replaced. If the vehicle's windshield contains electronics that must be calibrated, then that shall be done before the vehicle goes back into service.

The County will be required to coordinate up-fitting of newly acquired Fleet vehicles to ready them for service. Typical new vehicle preparation services include the installation of any uninstalled, dealer provided optional equipment and accessories, such as, AVL, license plates, and roadside assistance kits. Depending on circumstances the County may be responsible for arranging and paying for the equipment installation or EVTA may request that the County both purchase and install the equipment.

#### Vehicle Inspection and Damage

The County will conduct a walk around inspection of the exterior of each vehicle before any vehicle is brought into the maintenance facility. An inspection of the interior and under carriage of the vehicle will be conducted once the vehicle is inside the maintenance facility.

Pictures should be taken of any damage found to a vehicle and will be provided via email to EVTA within 24 hours.

1. EVTA will be notified of any damage found or repairs needing to be done to any vehicle due to abuse or negligence.
2. All copies of Driver's Vehicle Inspection Report (DVIR) being turned in with a vehicle will be checked to make sure all proper information has been documented and filled out along with minor or major maintenance work needing to be done.

3. The County and the operator of the vehicle will conduct a walk around inspection of the exterior and interior should be done to ensure there has been no damage done to the vehicle while in the maintenance facility.
4. EVTA will be notified of any damage found to a vehicle due to abuse or negligence on the part of any County.
5. While a vehicle is in the maintenance shop being serviced or repaired, the insurance liability for these vehicles will be under the County's liability insurance coverage. Once the vehicle/vehicles have been serviced or repaired and picked up by EVTA, the vehicle will be covered by EVTA's liability insurance coverage.

#### Preventive Maintenance (PM) and Repairs

The County shall design and implement a program for the provision of PM for vehicles and equipment consistent with the requirements of this SOW. The County will maintain a minimum of 95% compliance for PMs (based on vehicles being made available by EVTA in a timely manner) completed on time across the fleet.

The PM program shall be designed in accordance with professionally recognized Fleet Management Best Practices and principles and shall meet or exceed the terms and conditions necessary to comply with the original manufacturers' specifications, warranties, and recommendations and any applicable regulatory requirements.

The County will follow the schedule in EVTA's Fleet Maintenance Plan or OEM standard if OEM is a shorter time/mileage period.

PM programs and inspection forms must be reviewed and approved by the Contract Administrator and will need to occur within ninety (90) days of execution of this Agreement.

The inspection forms shall include specific tasks or inspections for the type of vehicle. At all times, the PM program must be equivalent to or exceed DOT, OEM specifications, and warranty requirements.

The County shall use their program to develop and implement a PM scheduling system that provides electronically generated (i.e., e-mail) weekly notifications with a weekly calendar indicating to EVTA as to when PM services are scheduled for vehicle or equipment. This report must be transmitted via email to EVTA every Friday or Monday to: [fleet@evta.org](mailto:fleet@evta.org).

This scheduling system must be consistent with that presently used by EVTA and must be implemented in such a way as to minimize disruption to EVTA operations. The Contract Administrator must approve all PMs that cannot be conducted within the PM window.

The County shall use mileage to determine PM intervals as specified in the Fleet Maintenance Plan.

The County will perform timely PM services on all vehicles and equipment and be responsible for having the requested number of vehicles available for pullout with at least a 20 % spare ratio. Example - County is responsible for 23 vehicles so  $23 \times .80 = 18.4$  or 18 vehicles need to be available for pullouts. Non-Revenue vehicles are not included in this calculation.

The County will be responsible for completing all required Federal and State of Colorado vehicle and equipment inspections and certifications, to include annual DOT inspections. The County shall schedule all annual inspections no later than the same month as the previous year's inspection for each required unit.

The County will coordinate the scheduling of inspections and certifications with EVTA not less than one month prior to the expiration of the current inspection or certification. The County shall maintain proper unit inspection/certification records in accepted software.

The County will be responsible for performing all DOT inspections per FMCSA 49 CFR, Part 396. Only qualified inspectors that meet 49 CFR Part 396.19 and 396.25 will perform inspections. Proof of technician qualification must be presented to EVTA prior to the start of contract. All inspections will meet criteria set forth in 49 CFR Part 393.

All commercial vehicles in EVTA's fleet will receive an annual inspection in accordance with Federal Motor Carrier Safety Administration. At a minimum, inspections must include all items enumerated in the Minimum Periodic Inspection Standards, Appendix G to Subchapter B of the Federal Motor Carrier Safety Regulations and during the normal vehicle PM cycle.

Each time a vehicle is brought in for PM, the County must check to ensure the vehicle's interior is free of trash and debris. Vehicles are required to be free of trash and debris before they are repaired. The County will take pictures and notify the Contract Administrator of any vehicle not meeting this requirement.

When checking in a vehicle for service, the County will check for any pending work orders and any Parts Available (PAV) items that need to be installed. The County shall then check each tire's pressure, condition and safety, documenting such on a safety checklist; check and replenish all fluids according to OEM recommendations; and perform a visual safety inspection to ensure serviceability until the next PM service. Vehicles with safety deficiencies will be taken out of service until repairs are complete.

The County shall be responsible for entering all maintenance records and documentation showing all preventive maintenance was performed into accepted software in accordance with the requirements set forth in the contract.

#### Parts and Parts Inventory

The County will provide parts supervision within the maintenance facility and will be required to procure, stock, and dispense all parts, materials, and supplies (unless otherwise specified) required for operation and maintenance of all vehicles in accordance with federal, state, and local regulations; generally accepted parts management practice; OEM requirements; and EVTA's standards/specifications as outlined in this SOW. The County will own and maintain an inventory of parts, materials, supplies, and fluids of an appropriate size and composition for EVTA vehicles.



The County shall ensure the accepted software program is used to monitor and control the parts inventory. Faster is currently used by the County and is accepted by EVTA. At a minimum, the system will generate a complete inventory by part number, part cost and a usage rate history for each part normally stocked. The County will establish a procedure to document the historical demand of non-inventory parts to ensure that repeated demand for these items warrant addition of the item(s) to the inventory. The County shall determine trend analysis and stock parts due to failure or wear.

The County shall make special provisions for stocking sufficient quantities of spare parts for maintenance service vehicles and equipment and shall ensure that zero "stock-outs" occur during emergency situations. Parts used to maintain and repair EVTA's fleet will, at a minimum, meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). Rebuilt or remanufactured parts must conform to manufacturer's reconditioning tolerances.

All parts will be dismantled and reconstructed as necessary; all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing parts replaced with new or rebuilt parts; and such other operations performed as are necessary to put the product in sound working condition.

The County will primarily use new OEM parts when repairing vehicles and equipment.

The County will make a reasonable effort to obtain remanufactured parts that carry a warranty. EVTA shall constitute what is reasonable. If EVTA determines that the product supplied does not conform to OEM requirements or conditions, EVTA reserves the right to require the use of a specific substitute. EVTA will specifically approve all product lines or changes to product lines before introduced for use.

The County will only invoice EVTA for parts, materials, supplies and fluids when they are used to perform Services under this SOW. The County will maintain inventory based upon the types of service performed at the maintenance facility.

EVTA will not be billed for parts until they are installed in the vehicles.

The County will provide parts procurement, stocking, and disbursement services during all hours providing services (see "Staffing Position Requirements" section).

The County shall have an appropriate start-up inventory of parts, materials, supplies, and fluids to ensure continuity of supply during the transition period. The County is obligated to ensure that an adequate inventory is on hand for start-up of services.

The County will not cannibalize parts from EVTA vehicles for use on other vehicles without prior written authorization of EVTA.

When parts are being ordered, an urgency will be placed on the shipping, as necessary.

The County shall be responsible for vehicle or equipment damage costs caused by use of substandard parts, supplies, and fluids.

The County will use the approved software to set up any prorated warranties on parts installed prior to the effective date that remain under warranty provided that the data necessary to set up such warranties has been furnished or otherwise made available to the County by EVTA. In such a case, an inventory of all such prorated warranties shall be given to EVTA. After the effective date, the County shall accept responsibility for pursuing warranty enforcement on such previously installed inventory but does not guarantee honor of such warranties or success in enforcement of such warranties.

The County will warranty parts supplied under this SOW for a minimum of sixty (60) days or the length of the warranty provided by the supplier or manufacturer, whichever is greater. The County will set up and utilize the parts warranty module within the approved software.

The County is responsible for absorbing the cost of all core charges normally associated with replacement parts. In no case shall the County charge core charges to any repair order for returnable part cores. Core charges for damaged, unusable, non-returnable parts will be listed as a separate item on repair orders.

The County must have the ability to track core charge performance and be able to provide a computer-generated quarterly report to EVTA.

The County will be responsible for the security of the parts room and will authorize appropriate EVTA personnel for access to the parts room as required. EVTA will give notice prior to entering the parts room.

#### Road Service and Towing

Road service is defined as any repair conducted in a location other than the Transit Campus that generally takes less than one hour to complete. Road services may include, but are not limited to, jump starts, battery replacement, fluid addition, lighting repair, hydraulic hose replacement, repair of damaged bus body panels, tire changes, recovery of disabled/stranded vehicles (i.e., due to inclement weather), etc.

The County is responsible for providing road service and towing service for all vehicles to meet terms of this Agreement, including meeting all service standards. The County shall administer free towing that EVTA receives under a manufacturer's warranty.

Dispatch time for road calls - During business hours and within EVTA's service area limits, a mechanic will be dispatched within 45 minutes of a notification.

Towing or road calls will be the responsibility of the County if they are responsible for the cause of failure due to a recent repair. EVTA will deduct these charges on the following month's invoice.

The County will keep all service vehicles fully stocked to provide road service repairs and to reduce the number of unexpected trips to pick up replacement parts. A list of parts expected to be stocked on service vehicles include, but are not limited to:

- electrical cables, fuses, breakers, and connectors
- frequently used belts.
- frequently used hoses
- All needed fluids
- lighting elements
- hose repair and replacement parts
- clamps, nuts, bolts and or fasteners

#### Body and Paint Repair Service

The County will be EVTA's first choice for body and paint repair. Both parties may mutually agree to outsource body and paint repair to a third party based on lead time, backlog, complexity or severity of damage for repair. Paint and body repair includes all vehicles owned or operated by EVTA.

The County will provide and keep an inventory of painted panels and bumper pieces based on historical repairs. EVTA may request painted inventory from the County to supply outside contractors for quick repairs or panel swaps. The County will bill EVTA directly for painted inventory supplied to outside contractors. The County may request return of damaged body panels replaced by outside contractors, to be evaluated for repair or scrap.

#### Engine Fluid Sample Analysis Program

The County is responsible for administering an oil sample program. The County shall provide oil sampling on every required oil change, subject to change.

The County shall use an oil sample laboratory that is approved by EVTA. The oil sample lab used must be ISO 17025 certified.

The County will supply all sample bottles, hoses, cartons, and labels needed to retrieve the sample and ship them to the lab. The oil sample program will be set up so that the Contract Administrator receives sample test results via email from the lab for samples on all engines.

All fluid samples shall be sent for analysis. The oil analysis shall be provided as part of the invoice costs. Samples showing potential failures will be provided to the Contract Administrator within forty-eight (48) hours of receipt of the analysis.

The oil sampling program shall include but not be limited to the following:

- All diesel and gasoline main and auxiliary engines
- Automatic and manual transmissions, and transaxles

The County is responsible for monitoring oil samples and repairing any deficiencies that the oil sample program finds.

The County will notify the Contract Administrator for any critical oil samples within forty-eight (48) hours of receiving oil samples and present a plan to remedy the bad oil sample within three days. Taking oil samples, re-taking of any oil samples, and repairs needed because of bad oil samples will be a T&M Cost.

#### Comprehensive Tire Service

The County will replace tires when tires have reached minimum tread depths as indicated by tread wear indicators, as specified by FMCSA in 49 CFR Part 396 Appendix G, have failed, or are unacceptable due to wearing, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect safety or performance of vehicles and equipment. Only tire patching from inside is acceptable. Tire plugs are not acceptable for any tire repair.

EVTA shall authorize, in coordination with the County, all decisions regarding makes and types of tires that the County will purchase and provide to EVTA. EVTA will also have the final authority regarding when the related repairs or adjustments (e.g., brakes, steering, etc.).

The County is required to follow all standard procedures regarding the operation of vehicles and equipment and must utilize properly licensed personnel for the type of vehicle being tested. The County must verify the safety of these vehicles and equipment prior to returning to service.

#### Warranty and Recall Services

The County will administer all warranties and recalls, both for vehicles and parts, offered by manufacturers, for the fleet and on subcontracted repairs. Vehicle warranty work must be entered into the approved software and tracked accordingly. All warranty work information will be provided by the County to EVTA, upon request.

EVTA will provide OEMs approval for the County to perform warranty and recall work in house. Once authorized, the cost of performing such work will be reimbursed directly to the County.

Work performed by the County for which reimbursement is provided by the manufacturers will not be billed to EVTA. The County may send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost effective for EVTA to do so.

The cost of repairs made if a vehicle is sent out for suspected warranty work when the suspected problem is not covered under warranty, will be absorbed by the County as part of its invoicing.

The County will be responsible for all components and parts installed on vehicles by the County or subcontracted to a third party. (Note: All components and parts installed on a EVTA vehicle shall remain with that vehicle as part of the whole vehicle and the components and parts shall be the property of EVTA free and clear of any liens or encumbrances.

The requirements of this section do not relieve the County from meeting the requirements of any performance standard required under the Contract. There shall be no charge to EVTA for administering warranties and recall work.

#### Rework

All materials, parts, and workmanship furnished by the County will be of a high standard, free from defects and imperfections, and meet all OEM standards and specifications. Parts and labor costs resulting from rework will be the County's responsibility with no costs incurred by EVTA.

The County will track and identify in its invoicing multiple repairs for the same deficiency on the same vehicle (rework) and will not bill EVTA for any rework expenses that occur within the following timeframes:

- Engine and Transmission Overhauls – twelve (12) months or 12,000 miles
- All Other Work – ninety (90) days or 4,500 miles

Rework must be given the highest priority of repair and be performed within twenty-four (24) hours after EVTA's notification of the County's need for corrective action or self-identification by the County.

The County shall monitor, track, and identify rework or re-repair services which are required and shall not include the costs of such repairs in the monthly invoices to EVTA. All rework work orders will be provided with the monthly statement.

EVTA is the final decision-making authority if a dispute arises regarding rework. Any rework identified by EVTA and not identified by the County will be promptly credited on the next invoice.

All determinations as to whether downtime results from a required rework or a parts failure which solely results from a defective part shall be made after a mechanical diagnosis of the part, with Contract Administrator concurrence.

#### Farebox, Mobile Ticketing Validators and Vaults

The County shall be responsible for the power up to the unit only.

#### Asset Certification

The County will be responsible for doing all work associated with obtaining annual required certifications on all vehicles as listed in Addendum 1, as amended from time to time.

The County will provide the Contract Administrator written reports of inspections and the actions that were taken, or

will be taken, to correct any deficiencies noted during the inspections. All identified discrepancies will be repaired before placing the vehicle or equipment in service.

#### Outside Repairs

The County will define the types of repairs, if any, that will be conducted by a subcontractor or vendor outside of the maintenance facility. The County is required to obtain approval from EVTA prior to utilizing vendors for all outside repairs. The County is responsible for the transport to and from the selected vendor. The County will be responsible for arranging, managing, and paying for all outside repairs, and will assume full responsibility and liability for the quality of these repairs.

The County shall be solely responsible for all costs of outside repairs for costs not approved by the Authority and will assume full responsibility and liability for the quality of such repairs in the same manner as if such repairs were performed by the County. Repairs requiring the use of outside vendors must be pre-approved by EVTA in advance.

Subject to the approval requirements in this section, the County may use subcontractors or other vendors during all emergencies and for all Services as defined in this SOW. The County will be responsible for arranging, managing, and paying subcontractors for all sub-contracted outside repairs, and will assume full responsibility and liability for quality of these repairs. The cost of subcontracted services will be reimbursed to the County by EVTA at the County's actual cost (the County shall not add markup).

#### Vehicle Preparation Services

EVTA will receive newly acquired vehicles and equipment for service throughout the term of this Agreement. EVTA will be responsible for assigning unit numbers to the vehicle and inspecting all vehicles and equipment to ensure compliance with purchase specifications.

The County will input all required vehicle description data into the approved software, including Manufacturer's Warranty information. This data is used to maintain and update the fleet replacement plan with current mileage, cost-per-mile, and maintenance costs for the life of the vehicle. The County will be responsible for adding new vehicles and equipment into the approved software program and coordinating with EVTA Fleet to have new vehicles and equipment added into any future EVTA fuel management system.

The County will prepare newly acquired vehicles for service. Preparation shall include, but not be limited to, performing inspections; adjusting tire pressures; road testing; checking and correcting all fluid levels; affixing temporary and permanent license plates; affixing and testing fuel rings; GPS systems; cleaning; installing fire extinguishers, AVL, first aid kits, decals, vehicle numbers, and accessory equipment and other special equipment; and coordinating with the Contract Administrator on any post-delivery up-fitting of the unit, including radios, light bars, affixing telemetric equipment, as part of the Cost.

- Preparation shall occur within ten (10) working days from the time the vehicle has been turned over to the County for preparation.

- The County shall install decals at its expense on vehicles and equipment.
- The County must also replace decals and/or graphics as required for small equipment.
- The County will not be responsible for installing major decals, such as vehicle wraps. EVTA will include the graphics requirements for rolling stock units in the purchase specifications and graphic costs will be the responsibility of EVTA.

EVTA is responsible for the purchase of fuel data collection devices, GPS, telematics equipment, AVL equipment, etc. and shipment of the same to the County for installation.

The cost of license plates and vehicle registration are the responsibility of EVTA.

The County will inspect and ensure proper operation of all new vehicles as well as outsourced after market work and accident repair. Any incomplete installations, work and/or repairs performed by subcontractors or under warranty will be documented by the County.

The County may perform work after EVTA's approval for the OEM responsible for the incomplete work. If the County performs corrective work, the County will submit actual time and material costs for these repairs to the OEM for potential reimbursement. EVTA will coordinate radio installation with the County's Radio Shop.

#### Vehicle Disposal

All decisions on a vehicle life expectancy or the continued utility or viability of any vehicle or equipment shall be within the sole province and discretion of EVTA.

The County will support EVTA in its administration of the vehicle disposal program. Vehicles are disposed of throughout the entire year. The County will prepare vehicles for disposal for EVTA.

Preparation shall include, but not be limited to, removing vehicle documents, tags, and special equipment not including ITS unless requested. performing interior and exterior cleaning of vehicles; performing minor repairs to ensure that the unit is in the best practical running condition for the auction or sale (repairs subject to authorization by EVTA); and completing associated paperwork pertaining to decommissioning and disposal of each vehicle.

The County shall use its best efforts to minimize any scratching or discoloration that would affect the resale value of the vehicle when removing decals to leave no decal impressions.

The County will remove equipment such as radios and provide them to the EVTA. If the County fails to remove any EVTA property from vehicles before auction, County will be responsible for retrieving or replacing missing items.

The vehicles taken out of service for sale are not to be stripped of parts or otherwise cannibalized by the County without the written approval of EVTA.

Preparation of vehicles for disposal shall be invoiced as T&M Service.

### Transitioning of Vehicles Between Contracts

EVTA may perform an independent inspection using a professional neutral third party, paid for by EVTA, for the transitioning of vehicles at the beginning of the Contract.

The County will receive each vehicle after the vehicle has been thoroughly inspected by both EVTA and the previous County. All parties involved will be required to sign-off on a checklist for each vehicle inspected. The County must be prepared to inspect, take responsibility for, and insure vehicles prior to the scheduled start date for services under this SOW.

EVTA may perform an independent inspection using a professional neutral third party, paid for by EVTA, for the transitioning of vehicles at the end of this contract. All apparent damage, and/or worn parts identified through the inspection shall be corrected, repaired, or replaced prior to transition, at the sole expense of the County and shall not be billed back to EVTA.

All parties involved will be required to sign-off on a checklist for each vehicle inspected.

In addition to during the normal business hours, the County shall repair vehicles seven (7) days a week and up to twenty-four (24) hours a day as needed to respond to an emergency.

The County will provide requested staffing support in conformance to the requirements in the EVTA's Continuity of Operations Plan (COOP), which is implemented during certain declared emergencies. EVTA will notify the County when an emergency arises including the nature and anticipated duration of the response needed from the County.

The County shall provide EVTA with an after-hours emergency telephone number and roster of assigned maintenance personnel available for use in emergency situations.

The cost of labor (overtime) during emergency service will be billed as T&M Services.

The County will be on-site and providing service with a full complement of personnel within one hour of notification that emergency services are required. The County shall mobilize the shop and provide repair and maintenance services for the duration of any County emergency. Emergency situations include, but are not limited to major fires, floods, tornadoes, earthquakes, rockslides, snow events, and disaster emergencies.

Service shall include adequate staffing to ensure continued EVTA operations at a level determined by EVTA. Such circumstances may occur outside of normal business hours and can involve any number of employees, equipment, and vehicles.

Should an emergency require performance of services beyond the capability of the County, the County may perform or supplement performance of contract services with Authority personnel authorized by EVTA to assist the County or non-contract vendors. Such performance shall not constitute a breach of contract by EVTA.



#### Quick Fix Repairs

The County will provide a Quick Fix service for non-scheduled repairs that can be completed in less than one hour when the operator delivers the vehicle or equipment to the Maintenance Facility for service and chooses to wait for the service.

The County shall brief any additional safety training topics as provided by the EVTA Safety and Training Supervisor.

#### Drug and Alcohol Program

The County will implement a Drug and Alcohol program that is fully compliant with 49 CFR Parts 40 and 655. The County will submit a summary of drug and alcohol testing reports with its monthly reports.

<b>Addendum A - Bus Maintenance List</b>			
<b>Unit</b>	<b>Powertrain</b>	<b>Body</b>	<b>VIN</b>
459	Chevrolet	Arboc Spirit Mobility	1GB6GUBG0G1281023
460	Chevrolet	Arboc Spirit Mobility	1GB6GUBL4G1276792
461	Chevrolet	Arboc Spirit Mobility	1GB6GUBL3G1276069
462	Ford	Turtle Top Terra Transit	1FDFF4FN5NDC33535
463	Ford	Turtle Top Terra Transit	1FDFF4FN7NDC33536
803	Gillig	BRT	15GGD271491177583
867	Gillig	BRT	15GGD211061077548
868	Gillig	BRT	15GGD211261077549
869	Gillig	BRT	15GGD211371078324
870	Gillig	BRT	15GGD211971078327
874	Gillig	BRT	15GGD211471078106
878	Gillig	BRT	15GGD211781078859
879	Gillig	BRT	15GGD211381078860
883	Gillig	BRT	15GGD2713A1177756
884	Gillig	BRT	15GGD2715A1177757
890	Gillig	BRT	15GGD2715E1183077
891	Gillig	BRT	15GGD2717E1183078
895	Gillig	BRT	15GGD2716J3191428
896	Gillig	BRT	15GGD2716J3191429
901	Gillig	G27D BRT	15GGD2713M3195960
902	Gillig	G27D BRT	15GGD2715M3195961
903	Gillig	G27D BRT	15GGD2717M3195962
904	Gillig	G27D BRT	15GGD2719M3195963
905	Gillig	G27D BRT	15GGD2710M3195964
906	Gillig	G27D BRT	15GGD2715P3199691
907	Gillig	G27D BRT	15GGD2717P3199692
2351	Chevrolet	Blue Bird	1HA3GSB75PN002141
2352	Chevrolet	Blue BIRD	1HA3GSB72PN002145
2353	Chevrolet	Blue Bird	1HA6GVB7XPN001596
8516	Ford	Escape-Hybrid	1FMCU0E14PUA42477
8517	Ford	Escape-Hybrid	1FMCU0E16PUA42478
8523	Ford	Escape-Hybrid	1FMCU0E19PUA42491
8737	Ford	F-150	1FTEW1EP8PKD57909
8858	Chevrolet	Volt-Hybrid	1G1RA6S5XHU205418
8859	Chevrolet	Volt-Hybrid	1G1RA6S57HU213783
Vehicles on this list are subject to change.			

costs. This included Eagle County's estimate for maintaining the full fleet (based on previous ECO transit service levels) and additional maintenance costs from other vendors. Eagle County will now be maintaining fewer buses than the number that generated this calculation, but we will incur costs from other vendors. We 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.

---

**ATTACHMENTS:**

1. Contract
2. Scope of Work
3. Vehicle List

**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 | Ursula Hayden, Director of Finance | Dayana Herr, Marketing, Communications & Customer Experience Manager

**RE:** EVTA Admin Division Report – June 2024

**Meeting Date:** 6/12/2024

---

## **PEOPLE & CULTURE REPORT**

### **Staffing Update**

We are actively interviewing our two top candidates for the Director of Transportation position. Additionally, we have initiated the process of interviewing candidates for the Operations Manager, Executive Assistant, and Planning Manager roles. We are pleased to announce that key operations positions from Phase II and Phase III are now posted and recruitment is underway.

As a reminder, Phase II positions are open for both internal and external candidates, following a full recruitment process. Phase III positions, including roles such as operators, road supervisors, dispatchers, and others, are posted internally only. These positions require applicants to be current ECO employees. Interested employees are asked to complete an application to express their interest, after which they will begin the onboarding process.

### **Employee Communication**

Over the past week, we attended staff meetings with ECO drivers and the leadership team. During these meetings, we provided updates regarding the transition period, focusing on onboarding processes, health, dental, and medical insurance. We also addressed any questions related to pay and other concerns. Furthermore, we launched an internal website designed to serve as a comprehensive resource for employees about the transition.

### **Employee Handbook**

Work on the new employee handbook is well underway. We are collaborating with a consultant to create a transportation-specific handbook that incorporates relevant laws applicable in Colorado and other government agencies. The draft of the handbook and associated policies will be prepared for EVTA staff to provide insights on June 11th. Following this, the draft handbook & policies will be reviewing by Personnel Committee and Legal team.

### Transition & Onboarding Plan

An onboarding plan has been communicated to employees, which includes the following three steps:

- Application and Assistance: Operators are required to complete an application or attend an "office hours" session for assistance in completing their application by June 21st.
- Compliance items: All employees must submit a background check and undergo the FDA-required screenings.
- Onboarding Meetings: From July 9th to July 19th, employees will participate in onboarding meetings to sign up for insurance, retirement plans, and all necessary onboarding forms.

These steps are all geared towards supporting an August 4th launch date.

### Short Term Disability and Long-Term Disability

- We have decided to go with The Standard Group's Short Term and Long-Term disability plans as recommended by our insurance provider, CEBT, for the remainder of 2024. While this coverage is suitable, it is not at the same level as the coverage employees have under Eagle County's plan.
- The main difference in the new plan is that it does not allow employees to use their own medical time to supplement their pay, which may result in partial paychecks. We recognize the importance of stronger coverage and are actively exploring higher-level options, likely to be implemented in January 2024.
- As such, we will proceed with the STD & LTD packaged with the CEBT health plan from August through December.

### People & Culture Team

I am pleased to announce that we have two new additions to our HR team.

Firstly, Selene Suarez started with us on May 20th, and we are excited to welcome Tati Wernicke, who will be joining on June 12th. Together, they bring a wealth of experience and local insights to our team. Selene and Tati will be instrumental in various areas, including recruiting, benefits administration, systems administration, housing coordination, recognition programs, training, and much more. Both are bilingual and come with previous HR experience, making them excellent assets to our organization.

## FINANCE REPORT

### Sales Tax Returns

May 2024: We are reporting EVTA sales tax collections of \$ 654,317.53. This represents a **YTD total** percentage of Budgeted Revenue of 41.4% (based on actual collections through May) compared to the budgeted 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
April	March	1,615,388.24
May	April	654,317.53
<b>TOTAL</b>		<b>5,273,049.11</b>

2024 Budget	\$Difference vs. Budget	YTD % of Budget
\$12,750,956.00	\$(7,477,906.89)	41.4%

### 2023 Audit:

The 2023 audit has been finalized and the auditors will present their findings at the upcoming board meeting on June 12th. The presentation will include a detailed review of the audit process, key findings, and any recommendations for improvement. Please review the full audit report, which has been included in your board packet, prior to the meeting.

### Enterprise Resource Planning (ERP) Software Implementation:

We have been working diligently on the ERP Pro implementation project and have made significant progress since our last update on May 8th.

- **Scope of Work:** We have been collaborating with Ray Shei and Dave Eickholt to gather their feedback on the scope of work. Ray Shei recommended using a RACI (Responsible, Accountable, Consulted, Informed) table to analyze the roles and responsibilities for this project, which we have implemented.

- **Contract Review:** Following legal review by EVTA legal counsel, the final ERP Pro contract is ready for board consideration and approval on June 12th.

Staff are confident the ERP Pro implementation will be a success and will significantly improve our organization's efficiency and effectiveness. We appreciate your continued support and look forward to discussing these updates further at the June 12th meeting.

#### Budget Forecast:

There are no major changes to the budget forecast presented in the May board meeting. However, we are actively incorporating unbudgeted activities into the financial presentation as they arise. We're collaborating with ECO Transit to understand their expenditures and establish a process for forecasting and approving unbudgeted expenses for 2024, which may affect the fund transfer balance to EVTA.

## MARKETING & COMMUNICATIONS REPORT

### Fare-Free Routes & New Schedule

On Sunday, May 19th, EVTA and ECO Transit launched their new summer schedule along with fare-free options on selected routes. To mark this occasion, multiple board members and staff gathered at the Vail Transportation Center for a small celebration. The feedback we have received from riders has been very positive. Community members have expressed high appreciation for the fare-free system, and those in fare-collecting zones (Gypsum and Leadville) have complimented the seamless process of boarding our buses despite the fare requirement. Operators have played a significant role in ensuring a smooth experience for all riders. Additionally, we have received excellent feedback regarding the new schedule and the increased frequency of our routes. We continue to run social media campaigns to help riders better understand which routes are fare-free and which still require fares. We are also exploring different methods to streamline the boarding process for fare-paying riders. This includes implementing new technology on our mobile fares app, providing the option to pay when boarding or exiting the bus, and helping riders understand how to utilize our system more effectively.

### Branding Project Update

The branding project remains on track, and we are approaching the final stages before launching the brand to the public in July.

### Internal Brand Launch to Board & Staff

On Friday, May 24, we sent a video revealing our brand name, logo, and colors to all Board members. On Friday, May 30, we shared a video recorded at the MSC facilities with all ECO & EVTA staff, introducing them to our brand, key differentiators, and our new name, logo, and colors. We also invited them to meetings scheduled for the week of June 3rd - 7th. These meetings aimed to provide more information about the brand, introduce the bus design and distribute some branded swag, including hats and sunglasses.

To involve staff in the branding process, we organized an activity where they formed small groups to brainstorm names for our bus fleet. This activity was well-received, and staff enjoyed the creative process of contributing ideas for bus names. They expressed enthusiasm about seeing their name suggestions incorporated into the bus design and provided positive feedback about the brand, expressing excitement for future developments.

#### Brand Launch to the Public

EVTA is scheduled to officially launch the new brand to the public on Tuesday, July 16th. For this event, we are developing a comprehensive marketing strategy to ensure maximum exposure. Our efforts include taking over the homepage of vaildaily.com with online ads, deploying printed ads, distributing flyers, airing radio ads, and conducting an extensive social media campaign. Additionally, we are partnering with other organizations to help promote the new brand effectively. Following the initial launch, we will continue to showcase our brand through sponsorship at the Eagle County Fair & Rodeo the following week, where our brand will be prominently displayed throughout the event.

#### In The News:

- [Mientras la Autoridad de Transporte de Eagle Valley se prepara para lanzar más rutas gratuitas, también echa un vistazo al espejo retrovisor.](#)



- [It 'wasn't a business-as-usual winter' for ECO Transit.](#)
- [Fare-free and loving it: Most ECO Transit passengers will now ride for free.](#)
- [Sin costo y con mucho gusto: la mayoría de los pasajeros de ECO Transit ahora viajarán gratis.](#)
- [Letter: Fare-free bus routes benefitting families in need.](#)
- [3 ECO Transit bus stops temporarily closed due to construction.](#)
- [Eagle County bus drivers compete fiercely, and for fun, to see whose skills are the best at Bus Roadeo.](#)
- [Fare technology updates: Community Transit, ECO Transit, PSTA | Mass Transit \(masstransitmag.com\)](#)

### **Bus Roadeo Recap**

The 2024 Bus Roadeo was a very successful event, highlighting the exceptional skills of our operators and the invaluable support of our volunteer judges. With 16 official participants, the event was not only competitive but also extremely engaging and entertaining.

The winners of this year's competition were:

**1st Place:** Matheau Pulver from ECO Transit, with an impressive score of 455 points.

**2nd Place:** Sam Gervais from the Town of Vail, scoring 446 points.

**3rd Place:** Matt Fortelka, also from ECO Transit, close behind with 443 points.

The excitement was further amplified by the participation of members of the public, including Board members who drove a bus for the first time under the expert guidance of our trainers.

### **INNOVATION & IT REPORT**

The Istonish (Managed Service Provider) project has started. We have received quotes and placed the order for the network hardware. A project plan is in place for ordering and onboarding endpoints for all positions. Access to the EVTA tenant has been transferred to Istonish enabling them to start setting up the onboard process for employees.

Comcast has started pulling cable between buildings at the Gypsum campus. Splicing work will continue next week. The internet connection should be ready for our new network components.

We continue to work on the process to move ECO Transit accounts and active contracts over to EVTA. Some of this work involves updating account information and some will involve assigning contracts to EVTA.

All of the ITS and video surveillance installs are completed on the recently acquired buses from Beaver Creek and SP+. These buses did not provide statistical information during the winter season. With the new hardware systems installed, these buses will be integrated into the ITS system enabling them to communicate with the fleet and provide data from operation service.

## **DEPUTY DIRECTOR REPORT**

Staff are still working to finalize some of the details for the MSC lease with ECG. Staff are planning to present a lease for board review at the June 26<sup>th</sup> board meeting.

The procurement of Property & Liability Insurance continues to move forward. Our broker received a quote from one provider and is still awaiting a quote from another.

Staff are continuing to meet with local partner groups to share an update of EVTA's progress. Staff presented the Vail Business Chamber Summer Update and are on the books to present to the Climate Action Collaborative later this month. More to come!

Ursula Hayden, a key member of our team, will be stepping down as the EVTA Finance Director on August 3rd. Her commitment and support have been invaluable, and we are deeply appreciative of her contributions. [We have begun the recruitment process](#) to find her replacement, and are hoping to have someone onboard in July to provide them some time with Ursula before her departure.

The investment committee utilized the new policy to decide how to reinvest our maturing investment with FirstBank valued at \$1.84M. The investment committee decided to reinvest the funds with FirstBank at a rate of 5.4% for 182 days. These updates are reflected in the current financials.

## **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"> <li>◆ Interviewing for additional EVTA positions (Transportation Director, Planning and Development Manager)</li> <li>◆ Developing implementation policies for approved compensation structure</li> <li>◆ Implementing approved health care plans</li> <li>◆ ERP contract</li> <li>◆ MSP implementation</li> </ul>	<ul style="list-style-type: none"> <li>◆ Contract property and liability insurance coverage</li> <li>◆ ERP implementation</li> </ul>
2. Take action on transportation improvements	<ul style="list-style-type: none"> <li>◆ Additional bus refurbishment contracts</li> <li>◆ Transdev facility buildout</li> </ul>	<ul style="list-style-type: none"> <li>◆ Receive leased buses to support summer service</li> <li>◆ Return of 2 refurbished buses</li> </ul>
3. Plan for the region's transportation future	<ul style="list-style-type: none"> <li>◆ PM level kickoff 6/9</li> <li>◆ TAC kickoff late June</li> </ul>	<ul style="list-style-type: none"> <li>◆ Board kickoff 7/10</li> <li>◆ Stakeholder outreach</li> </ul>
4. Transition ECO Transit's operations	<ul style="list-style-type: none"> <li>◆ Finalizing facility lease</li> <li>◆ Finalizing maintenance IGA with Eagle County</li> <li>◆ Interviewing EVTA alignment phase job opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>◆ Financial transfer agreements prepared for board adoption.</li> <li>◆ Transition of assets and employees 8/4</li> </ul>

	<ul style="list-style-type: none"><li>◆ Finalizing asset lists to prepare for transfer.</li><li>◆ Drafting required CDOT policies (ADA, Title VI, EEO, etc.)</li></ul>	
--	--	--

## **EVTA/ECO Transit Transition Project**

We anticipate scheduling an Executive Session at the June 26 meeting to discuss some issues related to transition negotiations. In general, transition-related items remain on track. Outstanding issues related to facility lease terms and financial transfers are becoming increasingly time sensitive and are becoming the primary area of focus.

## **Legislative Updates**

Important transit-related updates from the recent State legislative session include the passage of [Senate Bill 24-032](#) “Methods to Increase the Use of Transit.” The bill:

- Creates a statewide transit pass exploratory committee led by CDOT to produce a viable program/proposal with a goal for implementation of the pass by January 1, 2028;
- Funds the next year of Zero Fare programs, including both a Youth Ride Free and Ozone Season option that we will be discussing; and
- Abolishes of a cap on lodging taxes which will allow RTAs to include a lodging tax in an initiative to their voters.

[House Bill 24-1313](#) “Housing in Transit Oriented Communities” also passed. This bill creates various incentives for increasing the affordability of housing built near transit.

## **Ten-Year Plan**

The initial project management kickoff call was scheduled for 6/10. An expanded call will take place later this month with technical advisory and stakeholder meeting coming together in July.

## **Other Activities**

The Executive Director was invited to present at a Federal Highway Administration sponsored Rural Roadway Safety Peer Exchange from June 12-13 in Lakewood. The event brings together Federal, State, Tribal and local agencies from 7 States to discuss rural road safety, the challenges of the road system along with strategies and noteworthy practices for addressing them. The EVTA presentation is highlighting successful efforts to increase local transit and our contributions and challenges related to operator and passenger safety.

We are continuing with our semiannual community updates. Confirmed upcoming Road Show Dates:

6/24/2024 – CAC Stakeholder Meeting

7/2/2024 – Town of Red Cliff

8/7/2024 – Town of Minturn

8/13/2024 – Town of Avon

8/22/2024 – Beaver Creek

TBD – Eagle County BoCC

TBD – Town of Vail

We are working on scheduling additional organizations and dates.

### **Planned Future Topics**

#### **June 26:**

- Property and Liability Insurance contracts
- Transition Updates
- Employee Handbook

#### **July:**

- Transition IGAs with Eagle County
- Title VI, ADA, and Drug and Alcohol Policy Adoption
- Ten Year Plan Kickoff

#### **August:**

- Quarterly Budget Forecast Update
- 2025 Budget Planning

# **ECO Transit Operations Update**

June 2024



# ECO Transit Update - Ridership

## Total System Ridership

- Preceding month (May 2024) 58,002\*
- Same month last year (May 2023) 55,379
- 2024 YTD (through 5/31) 639,461
- 2023 TYD (through 5/31) 561,734

**4.7% increase vs. same month in 2023**

**13.8% increase YTD over 2023**

\*New passenger counting protocols are taking some time to adapt to and some passengers may not be being recorded.

# ECO Transit Update - Routes

- Scheduled Trips/Trips Completed (direct operation):

**4,184/4,178, 99.8%**

- Unscheduled Trips (Shadow Buses, direct operation):

**0**

- Scheduled Trips/Trips Completed (contract):

**1,474/1,400, 95%**

- Missed Contract Trips filled by ECO Transit:

**68/1,474, 4.6% of total contract trips**

- Net Contract Service Missed

**6/1,474, .4% of total contract trips**

# ECO Transit Update – Drivers

## Directly Operated Service

- Minimum required number of Drivers w/Extra Board Personnel) 53
- Current number of drivers
  - Full time Drivers 33
  - Part time Drivers 3 -FTE
  - Seasonal Drivers 16
  - Drivers available/Drivers needed 52/53 98% percent staffed
  - Drivers in training 4 – One additional class (size TBD) will be scheduled prior to June 30

## Contract Service

- Drivers available/Drivers needed 10/10, 100% staffed
- Drivers in training 3 in hiring pipeline