

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, July 10, 2024, beginning at 12:00 p.m.
The agenda for the meeting follows.

The Eagle Valley Transportation Authority Board welcomes everyone to its meetings. A hybrid of an in-person meeting with an online Zoom platform is employed. Members of the public are invited to attend either in person or via Zoom. [Please click here to join the zoom meeting.](#)

BUSINESS MEETING AGENDA

1. Call to Order – 12:00pm
2. Consideration of Changes to Agenda
3. Approval of Minutes & Financials
 - a. June 12, 2024 regular business meeting
 - b. June 26, 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.
6. Presentation – 12:10pm
 - a. **10-Year Transit Development and Capital Plan Kickoff**
The consultant team for the 10-Year Transit Development and Capital Plan, led by Patrick Picard from Fehr and Peers, will present

an overview of the plan development process, and seek initial feedback on the Board's interests and priorities.

BUSINESS

7. Business – 1:00pm

a. **MSC Lease**

Scott Robinson will present the MSC Lease for board consideration.

b. **Cash Handling Policy**

Ursula Hayden will present policy regarding cash handling processes and procedures.

c. **Tyler Technologies ERP Pro Agreement**

Staff will present the Tyler Technologies ERP Pro Agreement for board consideration.

d. **Other Business**

STAFF REPORTS

8. Staff Reports – 1:45pm

a. Administration Division Report

b. Operations Report

9. Adjournment – 2:00pm

The next regular meeting of the Eagle Valley Transportation Authority Board will be held Wednesday, July 24, 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*
Duke Gerber | *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/ Amy Burford

**MINUTES OF THE
EAGLE VALLEY TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
June 12, 2024**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on June 12, 2024, at 12:01 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 June 7, 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 June 7, 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

Alternate Director Bryan Woods, 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

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

Tati Wernicke, HR Generalist, EVTA

Jessie Cooper, Fleet Asset Supervisor, ECO Transit

Jeff Wetzel, Operations Manager, ECO Transit

Greg Barret, Safety and Training Manager, ECO Transit

Nancy Jo, Operations Supervisor, ECO Transit

Zoe Goldstein, Reporter, Vail Daily

Ray Shei, Alternate Director, Beaver Creek Metro District

Joanna Kerwin, Resident of Town of Edwards

Attendance On Zoom:

Tanya Allen, Executive Director, EVTA

Christine McLeod, CPA, Haynie & Company

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

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

Jodi Doney, Terminal Operations Manager, EGE

Juan Reyes, Road Supervisor, ECO Transit

Randy Belisle, Lead Trainer, ECO Transit

Stephanie Samuelson, Information Services Representative, ECO Transit

Larry Tenenholz, Acting Director, ECO Transit

**APPROVAL OF THE
AGENDA**

Director Phillips presented the agenda for the meeting and noted that 6d, the Tyler Technologies Software Agreement contract, will be removed. Director Eickholt moved to approve the agenda. Director Bidez seconded the motion, which passed with a unanimous 5-0 vote.

**APPROVAL OF MINUTES
AND FINANCIAL
STATEMENTS**

Director Phillips presented the minutes dated May 8, 2024, and May 22, 2024, for approval. Director Davis entered the meeting Director Davis 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 reminded the public that the meetings are recorded, available on television and accessible online.

PUBLIC COMMENT

There was none.

AGENDA ITEMS

6. Business

6.1 FY2023 Audit Presentation & Adoption

Ms. McLeod presented an outline of the audit procedures and discussed a few financial highlights, including total assets. She explained that the audit for EVTA found no material misstatements. Director Eickholt asked about the status of the transition plan mentioned in note six. Deputy Director Scott Robinson explained that the initial goal of consolidating transition matters into one IGA was challenging, leading EVTA to address components individually. Director Alexander entered the meeting via zoom.

Director Davis motioned to approve the Auditor’s Report for the Year Ended December 31, 2023. Director Eickholt seconded the motion, which passed with a vote of 6 in favor and 1 abstention.

6.2 Ozone Season Grant Program

Executive Director Tanya Allen discussed feedback from the last meeting regarding potential participation in the Ozone Season Grant Program. She explained that the Ozone Season Grant Program may result in higher reimbursements than the Youth Ride Free Program, but there are concerns about staff capacity given that the timing of the Ozone Season Program coincides with the final stages of the ECO-EVTA transition and rebranding launch. Given these factors, she recommended selecting the Youth Ride Free Program option as it provided

community benefits but could be implemented after the ECO/EVTA transition is complete.

Director Eickholt motioned to approve the EVTA's participation in the Youth Ride Free Program. Director Davis seconded the motion, which passed with a vote of 6 in favor and 1 abstention.

6.3 Vacation, Sick & Holiday Proposal

Director of People & Culture Aryn Schlichting presented the vacation, sick, and holiday proposal and highlighted the absence of a tiered benefits approach. She noted the purpose of the four-week vacation package is to ensure all employees receive adequate time off, with the goal of attracting top local talent and reducing turnover. She explained that sick accrual and holidays would continue to align with Eagle County's policies for the remainder of 2024. Discussion ensued regarding Eagle County's 2024 holiday schedule, noting the unusually high number of holiday days in 2024. Director of People & Culture Ms. Schlichting confirmed that the holidays will be reevaluated before the 2025 schedule is finalized and will be brought to the board for approval. Director Alexander exited the meeting.

Director Eickholt motioned to approve the recommended accruals, pay practices, and transition plan as presented for vacation and holiday pay. Director Davis seconded the motion, which passed with a unanimous 6-0 vote.

6.4 Clever Devices Hosting Contract & Resolution 2024-08

Director of Innovation and Technology Lance Trujillo explained that Clever Devices is partnered with ECO Transit as the primary Intelligent Transit System (ITS). He explained that this contract is to move the system to a hosted environment with EVTA.

Alternate Director Woods motioned to approve resolution 2024-08 to contract with Clever Devices to host the Intelligent Transit Systems. Director Davis seconded the motion, which passed with a unanimous 6-0 vote.

6.5 SP+ Contract Amendment

Executive Director Allen explained that EVTA’s winter season partnership with SP+ was successful and staff is requesting a contract amendment and additional budget to extend their services for the summer season. Director Eickholt asked for clarification regarding the timeframe for the contract extension. Ms. Winn confirmed that it is now a 12-month contract extending over three years.

Director Davis motioned to 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. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

6.6 Agreement with Eagle County Government for Fleet Maintenance

Executive Director Allen explained that 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. Director McQueeney inquired about collaborating with partners, such as the Town of Avon, to help with vehicle maintenance. Executive Director Allen mentioned that ECO Transit does have an active agreement with the Town of Avon for vehicle maintenance that is expected to transfer to EVTA, but that the Authority’s other partners have limited capacity.

Director Davis motioned to approve the EVTA to enter a vehicle maintenance contract with Eagle County at the time EVTA takes ownership of vehicles from Eagle County, with an anticipated fiscal impact of approximately \$1.6 million. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

6.7 Other Business

Executive Director Allen proposed scheduling an Executive Session during the next board meeting, and Director Phillips confirmed that the next meeting would start at noon to accommodate it.

7. Staff Reports

Deputy Director Robinson announced the hiring of a new HR Generalist. Marketing, Communications & Customer Relations Manager Dayana Herr expanded on the success of the Bus Rodeo.

ADJOURNMENT

The meeting was adjourned at 1:28 PM.

**MINUTES OF THE
EAGLE VALLEY TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS SPECIAL MEETING
June 26, 2024**

A special meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on June 26, 2024, at 12:03 p.m. The meeting was held virtually. Notice of the meeting was posted on June 21, 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 Nick Sunday, Councilor, Town of Eagle

Director Jeanne McQueeney, Commissioner, Eagle County

Director Earle Bidez, Mayor, Town of Minturn

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

Directors Absent:

Director Barry Davis, Councilor, Town of Vail

Public Attendance on Zoom:

Ray Shei, Alternate Director, Beaver Creek Metro District

Scott Robinson, Deputy Director, EVTA

Tanya Allen, Executive Director, EVTA

Ursula Hayden, Director of Finance, EVTA

Amy Burford, Executive Assistant & Special Projects Coordinator, EVTA

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

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

Sarajane Gomez, Executive Risk Manager, Highstreet TCW Risk Management

Lisa Mulligan, Highstreet TCW Risk Management

Kristopher Amstutz, Confluence Insurance

APPROVAL OF THE AGENDA

Director Phillips presented the agenda for the meeting and inquired if there were any proposed changes. Director Bidez motioned to approve the agenda as presented. Director Eickholt seconded the motion, which passed with a unanimous 4-0 vote.

BOARD COMMENT

There was none.

PUBLIC COMMENT

There was none.

AGENDA ITEMS

5. Business

5.1 Resolution 2024-09, Property & Liability Insurance Provider

Director Alexander joined the meeting at 12:06 pm. Deputy Director Scott Robinson reported that in February 2024 EVTA engaged with Highstreet TCW Risk Management (TCWRM) for insurance broker services. He explained that TCWRM has been assisting EVTA in obtaining insurance quotes, and the staff recommends selecting the Colorado Special Districts Pool for coverage. Director McQueeney joined the meeting at 12:10 pm. The Board and staff discussed Travelers' abuse and molestation coverage with Ms. Gomez. Ms. Winn confirmed that the coverage applies to incidents between customers, not employees, and she can review the details for the Board to decide if additional action is required.

Director Sunday motioned to approve resolution 2024-09 to join the Colorado Special Districts Pool, approve the IGA as presented, approve the lines of coverage presented and authorize the Executive Director and/or Board Chair to sign necessary documents for binding insurance coverage beyond

the resolution and IGA. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

5.2 Other Business

5.3 Executive Session

Director Phillips motioned to enter Executive Session pursuant to C.R.S. 24-6-402(4)(e) to develop negotiating positions and instruct negotiators regarding terms of the intergovernmental agreements with Eagle County Government. Director Bidez seconded the motion, which passed with a 6-0 unanimous vote.

ADOURNMENT

Director Phillips exited the meeting. Director Bidez motioned to adjourn the meeting at 1:34 PM. Director Sunday seconded the motion, which passed with a 5-0 unanimous vote.

EAGLE VALLEY TRANSPORTATION AUTHORITY
CASH POSITION
Year to Date and as of June 30, 2024
Adjusted as of July 2, 2024

Maturity Date Account Activity Item Description	CHECKING	INVESTMENTS						TOTALS
	1st Bank	1st Bank		CSIP		Colostrust	ALL	
		Savings	5.2500% 8/27/2024 Premier 4181	5.4000% 11/28/2024 Premier 1972	5.3200% 4/17/2025 Savings-Term	LGIP*	5.4069% Plus+	ACCOUNTS
BEGINNING BANK BALANCE	\$ 13,527	\$ 517,239	\$ 1,771,950	\$ 1,796,413	\$ -	\$ -	\$ 6,322,307	\$ 10,421,436
YTD credits - Total deposits, wires and transfers	8,189,978	42,902	46,995	45,347	5,000,000	1,486	11,707,687	25,034,395
YTD debits - Total vouchers, wires and transfers	(7,943,149)	(50,000)	-	-	-	-	(5,532,428)	(13,525,577)
YTD bank balance	260,356	510,141	1,818,945	1,841,760	5,000,000	1,486	12,497,566	21,930,254
Less outstanding checks	(188,347)	-	-	-	-	-	-	(188,347)
UNRESTRICTED BALANCE AT END OF PERIOD	72,009	510,141	1,818,945	1,841,760	5,000,000	1,486	12,497,566	21,741,907
Current period activity								
Transfers	-	-	-	-	-	-	-	-
Add - deposits, wires and transfers	-	-	-	-	-	-	-	-
Subtract - vouchers, wires and transfers	-	-	-	-	-	-	-	-
Total current period adjustments	-	-	-	-	-	-	-	-
Adjusted balance	\$ 72,009	\$ 510,141	\$ 1,818,945	\$ 1,841,760	\$ 5,000,000	\$ 1,486	\$ 12,497,566	\$ 21,741,907

*LGIP: Local Government Investment Pool

EAGLE VALLEY TRANSPORTATION AUTHORITY
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
June 30, 2024

	General	Housing	Capital	TOTALS ALL FUNDS
Cash Balance - beginning of month	\$ 10,552,091	\$ 2,041,029	\$ 8,737,673	\$ 21,330,793
Receipts				
RTA sales tax	660,633	-	-	660,633
ECO Transit sales tax	-	-	-	-
ECG Transfer	-	-	-	-
Interest	30,519	8,698	17,403	56,620
Transfer	-	-	-	-
Receipts subtotal	691,152	8,698	17,403	717,253
Disbursements - payables	(306,139)	-	-	(306,139)
Transfer	-	-	-	-
Cash Balance - end of month	\$ 10,937,104	\$ 2,049,727	\$ 8,755,076	\$ 21,741,907
Location of Funds				
1st Bank - Checking	\$ 72,009			
1st Bank - Savings	510,141			
1st Bank - Premier 91 day	1,818,945			
1st Bank - Premier 182 day	1,841,760			
CSIP	5,000,000			
CSIP LGIP	1,486			
Colotrust	12,497,566			
Total cash & investments	\$ 21,741,907			

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 June 30, 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	
REVENUES									
Farebox revenue	\$ -	\$ -	\$ 68,356	(68,356)	0%	\$ 136,712	\$ (136,712)	0%	\$ 136,712
Direct pass sales revenue	-	-	103,153	(103,153)	0%	206,306	(206,306)	0%	206,306
Mobile fare sales revenue	-	-	33,398	(33,398)	0%	66,796	(66,796)	0%	66,796
Advertising revenue	-	-	2,500	(2,500)	0%	5,000	(5,000)	0%	5,000
Interest revenue	30,519	226,721	175,000	51,721	130%	350,000	(123,279)	65%	350,000
EVTA sales tax	654,318	7,554,241	6,375,478	1,178,763	118%	12,750,955	(5,196,714)	59%	12,750,955
EVTA DMV sales tax	6,315	34,753	-	34,753	-	-	34,753	-	70,446
ECO transit sales tax transfers	-	-	5,654,908	(5,654,908)	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
Total revenues	691,152	7,815,715	12,412,793	(4,597,078)	63%	24,825,585	(17,009,870)	31%	24,965,335
EXPENDITURES									
Administration of Vehicle Operations									
Salaries	-	-	347,034	(347,034)	0%	694,067	(694,067)	0%	694,067
Salaries-OT	-	-	12,500	(12,500)	0%	25,000	(25,000)	0%	25,000
Vacation pay	-	-	-	-	-	-	-	0%	-
Medicare tax	-	-	5,306	(5,306)	0%	10,611	(10,611)	0%	10,611
Social security tax	-	-	22,687	(22,687)	0%	45,373	(45,373)	0%	45,373
Unemployment Insurance	-	-	-	-	-	-	-	0%	-
Retirement	-	-	-	-	-	-	-	0%	71,907
Worker's comp	-	-	-	-	-	-	-	0%	-
Total fringe benefits	-	-	114,712	(114,712)	0%	229,423	(229,423)	0%	229,423
Uniforms	-	-	5,000	(5,000)	0%	10,000	(10,000)	0%	10,000
Printing expense	-	-	600	(600)	0%	1,200	(1,200)	0%	1,200
Office supplies-general	-	-	750	(750)	0%	1,500	(1,500)	0%	1,500
Materials and supplies	-	-	2,500	(2,500)	0%	5,000	(5,000)	0%	5,000
Travel-meetings/seminars	-	-	6,000	(6,000)	0%	12,000	(12,000)	0%	12,000
Employee event expenses	-	-	7,500	(7,500)	0%	15,000	(15,000)	0%	15,000
Bus rodeo expenditures	585	1,305	5,000	(3,695)	26%	10,000	(8,695)	13%	15,000
Subtotal personnel	585	1,305	529,589	(528,284)	0%	1,059,174	(1,057,869)	0%	1,136,081
Vehicle Operations									
Operator Wages-ft	-	-	574,505	(574,505)	0%	1,149,010	(1,149,010)	0%	1,149,010
Operator wages-pt	-	-	22,500	(22,500)	0%	45,000	(45,000)	0%	45,000
Operator wages-seasonal	-	-	107,187	(107,187)	0%	214,374	(214,374)	0%	214,374
Operator wages overtime-ft	-	-	100,000	(100,000)	0%	200,000	(200,000)	0%	200,000
Medicare tax	-	-	14,430	(14,430)	0%	28,860	(28,860)	0%	28,860
Social security taxes	-	-	54,267	(54,267)	0%	108,533	(108,533)	0%	108,533
Retirement	-	-	-	-	0%	-	-	0%	160,838
Worker's comp	-	-	-	-	0%	-	-	0%	-
Total taxes and fringe benefits	-	-	211,468	(211,468)	0%	422,936	(422,936)	0%	422,936
Subtotal vehicle operations	-	-	1,084,357	(1,084,357)	0%	2,168,713	(2,168,713)	0%	2,329,551
Administration of paratransit operations									
Admin salaries	-	-	18,096	(18,096)	0%	36,192	(36,192)	0%	36,192
Admin salaries-ot	-	-	1,000	(1,000)	0%	2,000	(2,000)	0%	2,000
Medicare tax	-	-	263	(263)	0%	525	(525)	0%	525
Social security tax	-	-	1,122	(1,122)	0%	2,244	(2,244)	0%	2,244
Retirement	-	-	-	-	0%	-	-	0%	3,819
Worker's comp	-	-	-	-	0%	-	-	0%	-
Total fringe benefits	-	-	4,598	(4,598)	0%	9,196	(9,196)	0%	9,196
Subtotal administration of paratransit	-	-	25,079	(25,079)	0%	50,157	(50,157)	0%	53,976
Paratransit operations									
Paratransit operator wages	-	-	16,076	(16,076)	0%	32,151	(32,151)	0%	32,151
Paratransit operator wages OT	-	-	1,000	(1,000)	0%	2,000	(2,000)	0%	2,000
Medicare tax	-	-	241	(241)	0%	481	(481)	0%	481
Social security tax	-	-	1,029	(1,029)	0%	2,058	(2,058)	0%	2,058
Retirement	-	-	-	-	0%	-	-	0%	3,415
Worker's comp	-	-	-	-	0%	-	-	0%	-

EAGLE VALLEY TRANSPORTATION AUTHORITY
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUNDS AVAILABLE
BUDGET VS. ACTUAL - CASH BASIS (NON-GAAP)
For the Current Month and Year-to-Date Ended June 30, 2024
Unaudited

	Current Month Actual	Year to Date			2024 Budget			2024 Budget Forecast	
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)		Percent of YTD Actual to 2024 Budget
Total fringe benefits	-	-	8,704	(8,704)	0%	17,408	(17,408)	0%	17,408
Subtotal paratransit operations	-	-	27,050	(27,050)	0%	54,098	(54,098)	0%	57,513
Safety and training department									
Admin salaries	-	-	45,151	(45,151)	0%	90,301	(90,301)	0%	90,301
Staff ot	-	-	1,000	(1,000)	0%	2,000	(2,000)	0%	2,000
Medicare tax	-	-	702	(702)	0%	1,403	(1,403)	0%	1,403
Social security tax	-	-	3,000	(3,000)	0%	5,999	(5,999)	0%	5,999
Retirement	-	-	-	-	0%	-	-	0%	9,230
Worker's comp	-	-	-	-	0%	-	-	0%	-
Total fringe benefits	-	-	14,944	(14,944)	0%	29,888	(29,888)	0%	29,888
Medical-exams and testing	-	-	5,750	(5,750)	0%	11,500	(11,500)	0%	11,500
Contracted services	-	-	5,000	(5,000)	0%	10,000	(10,000)	0%	10,000
Consulting	-	-	5,000	(5,000)	0%	10,000	(10,000)	0%	10,000
Training supplies	-	-	750	(750)	0%	1,500	(1,500)	0%	1,500
Emergency preparedness supplies	-	-	450	(450)	0%	900	(900)	0%	900
Travel-meetings/seminars	-	-	1,750	(1,750)	0%	3,500	(3,500)	0%	3,500
Training/workshop	-	-	750	(750)	0%	1,500	(1,500)	0%	1,500
Subtotal safety and training departme	-	-	84,247	(84,247)	0%	168,491	(168,491)	0%	177,721
Administration of fleet maintenance activities									
Admin salaries	-	-	22,046	(22,046)	0%	44,092	(44,092)	0%	44,092
Admin salaries-ot	-	-	250	(250)	0%	500	(500)	0%	500
Medicare tax	-	-	339	(339)	0%	678	(678)	0%	678
Social security tax	-	-	1,449	(1,449)	0%	2,898	(2,898)	0%	2,898
Retirement	-	-	-	-	0%	-	-	0%	4,459
Worker's comp	-	-	-	-	0%	-	-	0%	-
Total fringe benefits	-	-	8,828	(8,828)	0%	17,656	(17,656)	0%	17,656
Lubricants-oil	-	-	22,500	(22,500)	0%	45,000	(45,000)	0%	45,000
Fuel-unleaded support vehicles	-	-	6,522	(6,522)	0%	13,044	(13,044)	0%	13,044
Fuel-diesel support vehicles	-	-	184	(184)	0%	368	(368)	0%	368
Fuel-unleaded support vehicles	-	-	2,522	(2,522)	0%	5,044	(5,044)	0%	5,044
Fuel-diesel support vehicles	-	-	270,750	(270,750)	0%	541,500	(541,500)	0%	541,500
Fuel-electricity	-	-	10,800	(10,800)	0%	21,600	(21,600)	0%	21,600
Subtotal administration of fleet mainte	-	-	346,190	(346,190)	0%	692,380	(692,380)	0%	696,839
Fleet maintenance									
Fleet care tech salaries	-	-	33,193	(33,193)	0%	66,386	(66,386)	0%	66,386
Fleet care tech salaries-ot	-	-	4,250	(4,250)	0%	8,500	(8,500)	0%	8,500
Medicare tax	-	-	504	(504)	0%	1,008	(1,008)	0%	1,008
Social security tax	-	-	2,155	(2,155)	0%	4,310	(4,310)	0%	4,310
Retirement	-	-	-	-	0%	-	-	0%	7,489
Worker's comp	-	-	-	-	0%	-	-	0%	-
Total fringe benefits	-	-	10,695	(10,695)	0%	21,389	(21,389)	0%	21,389
Uniforms	-	-	500	(500)	0%	1,000	(1,000)	0%	1,000
Contract service-maintenance	-	-	519,698	(519,698)	0%	1,039,395	(1,039,395)	0%	1,039,395
Contract services-towing	-	-	6,250	(6,250)	0%	12,500	(12,500)	0%	12,500
Cleaning supplies-vehicles	-	-	3,000	(3,000)	0%	6,000	(6,000)	0%	6,000
Shop supplies misc	-	-	500	(500)	0%	1,000	(1,000)	0%	1,000
Subtotal fleet maintenance	-	-	580,745	(580,745)	0%	1,161,488	(1,161,488)	0%	1,168,977
Facility maintenance activities-msc									
Leases and rentals-operating yards or static	-	-	310,089	(310,089)	0%	620,177	(620,177)	0%	300,000
Subtotal facility maintenance activitie	-	-	310,089	(310,089)	0%	620,177	(620,177)	0%	300,000
Facility maintenance activities-leadville bus barn									
Leases and rentals-operating yards or static	-	-	33,953	(33,953)	0%	67,905	(67,905)	0%	67,905
Subtotal facility maintenance activitie	-	-	33,953	(33,953)	0%	67,905	(67,905)	0%	67,905
Stops and stations									
Contract services-general	-	-	2,000	(2,000)	0%	4,000	(4,000)	0%	4,000

**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 June 30, 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	
Bus stop supplies	-	-	12,500	(12,500)	0%	25,000	(25,000)	0%	25,000
Subtotal stops and stations	-	-	14,500	(14,500)	0%	29,000	(29,000)	0%	29,000
General administration									
Admin salaries	46,258	232,021	353,146	(121,125)	66%	706,291	(474,270)	33%	766,291
Admin salaries-OT	-	-	-	-	-	-	-	0%	-
Vacation pay	490	14,296	-	14,296	-	-	14,296	0%	-
Medicare tax	776	4,165	4,184	(19)	100%	8,368	(4,203)	50%	11,111
Social security tax	3,320	17,811	16,950	861	105%	33,899	(16,088)	53%	47,510
Retirement	4,384	8,415	-	8,415	-	-	8,415	0%	76,629
Unemployment taxes	18	1,475	-	1,475	-	-	1,475	0%	-
Worker's Comp	-	-	-	-	0%	-	-	0%	-
Total fringe benefits	6,800	40,952	43,476	(2,524)	94%	86,951	(45,999)	47%	86,951
Public notices	-	-	150	(150)	0%	300	(300)	0%	300
Legal services-general	14,716	59,139	60,000	(861)	99%	120,000	(60,861)	49%	120,000
Legal services-special	-	-	5,000	(5,000)	0%	10,000	(10,000)	0%	10,000
Consulting	12,046	48,794	7,500	41,294	651%	15,000	33,794	325%	15,000
Printing expense	-	-	250	(250)	0%	500	(500)	0%	500
Office supplies-general	2,719	5,273	5,000	273	105%	10,000	(4,727)	53%	10,000
Office supplies-postage	-	37	50	(13)	74%	100	(63)	37%	100
Office supplies-copy machine	-	-	450	(450)	0%	900	(900)	0%	900
Purchased transportation services	147,364	773,626	4,165,187	(3,391,561)	19%	8,330,374	(7,556,748)	9%	8,330,374
Memberships and subscriptions	-	2,947	10,850	(7,903)	27%	21,700	(18,753)	14%	21,700
Travel-meetings/seminars	159	6,594	9,250	(2,656)	71%	18,500	(11,906)	36%	18,500
Board meeting expenses	652	4,999	6,950	(1,951)	72%	13,900	(8,901)	36%	13,900
Employee event expenses	320	420	1,000	(580)	42%	2,000	(1,580)	21%	2,000
Recruiting employees	-	2,507	15,000	(12,493)	17%	30,000	(27,493)	8%	30,000
Miscellaneous expense	1,939	2,250	500	1,750	450%	1,000	1,250	225%	1,000
Leases and rentals-other general administr	-	-	50,037	(50,037)	0%	100,074	(100,074)	0%	100,074
Subtotal general administration	241,961	1,225,721	4,754,930	(3,529,209)	26%	9,509,857	(8,284,136)	13%	9,662,840
Finance and accounting									
Admin salaries	11,153	41,548	79,418	(37,870)	52%	158,835	(117,287.00)	26%	158,835
Admin salaries-ot	-	-	500	(500)	0%	1,000	(1,000.00)	0%	1,000
Medicare tax	218	783	1,156	(373)	68%	2,312	(1,529.00)	34%	2,312
Social security tax	934	3,348	4,944	(1,596)	68%	9,887	(6,539.00)	34%	9,887
Retirement	1,116	2,231	-	2,231	0%	-	2,231.00	0%	15,984
Unemployment taxes	-	409	-	409	0%	-	409.00	0%	-
Vacation Pay	-	279	-	279	0%	-	279.00	0%	-
Total fringe benefits	3,900	12,168	16,675	(4,507)	73%	33,349	(21,181.00)	36%	33,349
Public notices	-	-	150	(150)	0%	300	(300.00)	0%	300
Contracted services	7,141	61,988	30,000	31,988	207%	60,000	1,988.00	103%	60,000
Audit services	1,000	9,000	3,750	5,250	240%	7,500	1,500.00	120%	7,500
Consulting	-	-	7,500	(7,500)	0%	15,000	(15,000.00)	0%	15,000
Insurance-general and auto liability	-	-	42,701	(42,701)	0%	85,402	(85,402.00)	0%	187,412
Insurance-admin	-	609	3,000	(2,391)	20%	6,000	(5,391.00)	10%	6,000
Bank adjustments/fees	72	66	500	(434)	13%	1,000	(934.00)	7%	1,000
Subtotal finance and accounting	25,534	132,429	190,294	(57,865)	70%	380,585	(248,156)	35%	498,579
Information technology									
IT salaries	11,308	46,927	84,352	(37,425)	56%	168,703	(121,776)	28%	168,703
IT salaries-ot	-	-	750	(750)	0%	1,500	(1,500)	0%	1,500
Medicare tax	187	857	1,297	(440)	66%	2,593	(1,736)	33%	2,593
Social security tax	800	3,664	5,544	(1,880)	66%	11,087	(7,423)	33%	11,087
IT Vacation Pay	-	3,958	-	3,958	0%	-	3,958	0%	-
Retirement	1,131	2,262	-	2,262	0%	-	2,262	0%	17,280
Worker's Comp	-	-	-	-	0%	-	-	0%	-
Unemployment tax	-	451	-	451	0%	-	451	0%	-
Total fringe benefits	1,600	8,215	16,803	(8,588)	49%	33,606	(25,391)	24%	33,606
Communications	-	-	18,750	(18,750)	0%	37,500	(37,500)	0%	37,500
Contracted services	-	-	50,000	(50,000)	0%	100,000	(100,000)	0%	175,080
Computer/network software agreement	9,955	21,683	50,000	(28,317)	43%	100,000	(78,317)	22%	100,000
Consulting	-	-	50,000	(50,000)	0%	100,000	(100,000)	0%	70,000

**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 June 30, 2024
Unaudited**

	Current Month Actual	Year to Date			Percent of Prorata Budget	2024 Budget		Percent of YTD Actual to 2024 Budget	2024 Budget Forecast
		Actual	Prorata Budget	Prorata Variance Over (Under)		2024 Adopted	YTD Over (Under)		
Computer supplies	1,205	7,215	37,500	(30,285)	19%	75,000	(67,785)	10%	75,000
IT Cyber Insurance	-	13,145	-	13,145	0%	-	13,145	0%	13,145
Subtotal information technology	26,186	108,377	314,996	(206,619)	34%	629,989	(521,612)	17%	705,494
Planning department									
Admin salaries	-	-	46,628	(46,628)	0%	93,255	(93,255)	0%	93,255
Medicare tax	-	-	676	(676)	0%	1,352	(1,352)	0%	1,352
Social security tax	-	-	2,891	(2,891)	0%	5,782	(5,782)	0%	5,782
Retirement	-	-	-	-	0%	-	-	0%	9,326
Worker's Comp	-	-	-	-	0%	-	-	0%	-
Total fringe benefits	-	-	21,002	(21,002)	0%	42,003	(42,003)	0%	42,003
Consulting	-	42,763	350,000	(307,237)	12%	700,000	(657,237)	6%	700,000
Subtotal planning department	-	42,763	421,197	(378,434)	10%	842,392	(799,629)	5%	851,718
Marketing and customer service department									
Admin salaries	8,077	16,154	90,557	(74,403)	18%	181,113	(164,959)	9%	181,113
Admin salaries-ot	-	-	1,250	(1,250)	0%	2,500	(2,500)	0%	2,500
Medicare tax	140	265	1,422	(1,157)	19%	2,844	(2,579)	9%	2,844
Social security tax	601	1,133	6,081	(4,948)	19%	12,161	(11,028)	9%	12,161
Retirement	646	1,292	-	1,292	0%	-	1,292	0%	18,361
Worker's Comp	-	-	-	-	0%	-	-	0%	-
Unemployment tax	19	194	-	194	0%	-	194	0%	-
Total fringe benefits	1,600	2,109	31,490	(29,381)	7%	62,980	(60,871)	3%	62,980
Contracted services	-	37,560	100,000	(62,440)	38%	200,000	(162,440)	19%	200,000
Advertising	-	1,175	25,000	(23,825)	5%	50,000	(48,825)	2%	50,000
Events expenses	548	548	5,000	(4,452)	11%	10,000	(9,452)	5%	10,000
Printing expense	242	434	6,350	(5,916)	7%	12,700	(12,266)	3%	12,700
Office supplies-postage	-	-	875	(875)	0%	1,750	(1,750)	0%	1,750
Subtotal marketing and customer serv	11,873	60,864	268,025	(207,161)	23%	536,048	(475,184)	11%	554,409
Intergovernmental agreements	-	-	-	-	0%	-	-	0%	-
Total expenditures	306,139	1,571,459	8,985,241	(7,413,782)	17%	17,970,454	(16,398,995)	9%	18,290,602
EXCESS OF REVENUES OVER EXPENDITURE	385,013	6,244,256	3,427,552	2,816,704	182%	6,855,131	(610,875)	91%	6,674,733
OTHER FINANCING USES									
Transfer to transit capital fund	-	(1,725,088)	(862,544)	(862,544)	200%	(1,725,088)	-	100%	(1,725,088)
Transfer to air fund	-	-	(400,000)	400,000	0%	(800,000)	800,000	0%	(800,000)
Transfer to housing fund	-	(1,000,000)	(500,000)	(500,000)	200%	(1,000,000)	-	100%	(1,000,000)
Total other financing uses	-	(2,725,088)	(1,762,544)	(962,544)	155%	(3,525,088)	800,000	77%	(3,525,088)
NET CHANGE IN FUNDS AVAILABLE	\$ 385,013	\$ 3,519,168	\$ 1,665,008	\$ 1,854,160		\$ 3,330,043	\$ 189,125		\$3,149,645
BEGINNING FUNDS AVAILABLE	10,552,091	7,417,936							
ENDING FUNDS AVAILABLE	\$ 10,937,104	\$ 10,937,104							

**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 June 30, 2024
Unaudited**

	Current Month Actual	Year to Date			Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES								
Rent-leased properties-lake creek village	\$ -	\$ -	\$ -	\$ -	0%	\$ 54,720	\$ (54,720)	0%
Rent-leased properties-gypsum apt	-	-	-	-	0%	6,400	(6,400)	0%
Rent-leased properties-riverdance	-	-	-	-	0%	27,360	(27,360)	0%
Interest revenue	8,698	49,727	-	49,727	0%	-	49,727	-
Total revenues	8,698	49,727	-	49,727	0%	88,480	(38,753)	1017%
EXPENDITURES								
Administration of housing programs								
Salaries	-	-	3,500	(3,500)	0%	7,000	(7,000)	0%
Subtotal administration of housing programs	-	-	3,500	(3,500)	0%	7,000	(7,000)	0%
EVTA leased housing-lcv								
Materials and supplies	-	-	650	(650)	0%	1,300	(1,300)	0%
Lease payments-lcv	-	-	36,480	(36,480)	0%	72,960	(72,960)	0%
Subtotal EVTA leased housing-lcv	-	-	37,130	(37,130)	0%	74,260	(74,260)	0%
Housing operations-gypsum apt								
Materials and supplies	-	-	650	(650)	0%	1,300	(1,300)	0%
Lease payments-gypsum	-	-	8,400	(8,400)	0%	16,800	(16,800)	0%
Subtotal housing operations-gypsum apt	-	-	9,050	(9,050)	0%	18,100	(18,100)	0%
Housing operations-riverdance								
Materials and supplies	-	-	650	(650)	0%	1,300	(1,300)	0%
Lease payments-riverdance	-	-	28,800	(28,800)	0%	57,600	(57,600)	0%
Subtotal Housing operations-riverdance	-	-	29,450	(29,450)	0%	58,900	(58,900)	0%
Total expenditures	-	-	79,130	(79,130)	0%	158,260	(158,260)	0%
EXCESS OF REVENUES OVER (UNDER)								
EXPENDITURES	8,698	49,727	(79,130)	128,857	-63%	(69,780)	119,507	-802%
OTHER FINANCING SOURCES								
Transfers from general fund	-	1,000,000	500,000	500,000	200%	1,000,000	-	0%
Total other financing sources	-	1,000,000	500,000	500,000	200%	1,000,000	-	0%
NET CHANGE IN FUNDS AVAILABLE	\$ 8,698	\$ 1,049,727	\$ 420,870	\$ 628,857		\$ 930,220	\$ 119,507	
BEGINNING FUNDS AVAILABLE	2,041,029	1,000,000						
ENDING FUNDS AVAILABLE	\$ 2,049,727	\$ 2,049,727						

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 June 30, 2024
Unaudited

	Current Month Actual	Year to Date			Percent of Prorata Budget	Budget		Percent of YTD Actual to 2024 Budget
		Actual	Prorata Budget	Prorata Variance Over (Under)		2024 Adopted	YTD Over (Under)	
REVENUES								
ECO Transit Reserve Transfers	\$ -	\$ 4,934,605	\$ -	\$ 4,934,605	0%	\$ -	\$ 4,934,605	0%
Interest Revenue	17,403	95,383	-	95,383	548%	-	95,383	0%
Total revenues	\$ 17,403	\$ 5,029,988	\$ -	\$ 5,029,988	-	\$ -	\$ 5,029,988	-
EXPENDITURES								
Total expenditures	-	-	-	-	-	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES								
	17,403	5,029,988	-	5,029,988	-	-	5,029,988	-
OTHER FINANCING SOURCES								
Transfer from general fund	-	1,725,088	862,544	862,544	200%	1,725,088	-	100%
Total other financing sources	-	1,725,088	862,544	862,544	200%	1,725,088	-	100%
NET CHANGE IN FUNDS AVAILABLE	\$ 17,403	6,755,076	\$ 862,544			\$ 1,725,088	\$ 5,029,988	
BEGINNING FUNDS AVAILABLE	8,737,673	2,000,000						
ENDING FUNDS AVAILABLE	\$ 8,755,076	\$ 8,755,076						

**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 June 30, 2024**

	Current Month Actual	Year to Date			Budget			
		Actual	Prorata Budget	Prorata Variance Over (Under)	Percent of Prorata Budget	2024 Adopted	YTD Over (Under)	Percent of YTD Actual to 2024 Budget
REVENUES								
Total revenues	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	-
EXPENDITURES								
Minimum revenue guarantee (MRG)	-	-	400,000	(400,000)	0%	800,000	(800,000)	0%
Total expenditures	-	-	400,000	(400,000)	0%	800,000	(800,000)	0%
EXCESS OF EXPENDITURES OVER REVENUES								
	-	-	(400,000)	400,000	0%	(800,000)	800,000	0%
OTHER FINANCING SOURCES								
Transfer from general fund	-	-	400,000	(400,000)	0%	800,000	(800,000)	0%
Total other financing sources	-	-	400,000	(400,000)	0%	800,000	(800,000)	0%
NET CHANGE IN FUNDS AVAILABLE	-	-	<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>	
BEGINNING FUNDS AVAILABLE	-	-						
ENDING FUNDS AVAILABLE	<u>\$ -</u>	<u>\$ -</u>						

Claims Listing					
Eagle Valley Transportation Authority					
June 2024					
Current Payables					
Invoice #	Date of Service	Vendor	GL Code	Description	Amount Due
103	6/1/2024	Amy Burford	01-50-509020-0002	Board Meeting Minutes. May 2024	\$300.00
6304	6/10/2024	Collins, Cole, Flynn, Winn, Ulmer PLLC	01-50-503030-0005	May 24- Legal Services Invoice	\$14,716.50
27078	6/4/2024	CRS	01-51-503030-0009	May 2024- Accounting Services	\$6,805.00
3452	5/13/2024	Forward Tech Solutions	01-52-503030-0011	Laptops for 2 HR Positions	\$3,288.00
3501	6/12/2024	Forward Tech Solutions	01-52-503030-0011	Computer Hardware	\$3,716.00
2025	6/3/2024	Government PErformance Solutions	01-50-503030-3250	Consulting EVTA Transition Project Management	\$ 10,046.25
1448	6/11/2024	Graves Consulting	01-50-503030-3250	HR Consulting Monthly Retainer for June 2024	\$2,000.00
C75359	5/31/2024	Haynie & Company	01-51-503030-0015	Final Billing- Audit 2023 Financial Statements	\$1,000.00
9423	3/14/2024	SIPA	01-52-503030-0011	Microsoft Azure Licenses-	\$919.88
9727	6/11/2024	SIPA	01-52-503030-0011	Microsoft Azure Licenses-May	\$1,730.64
83222-MI-0524F	6/15/2024	SP+	01-50-508010-0000	May 2024 Vail/BC Express Bus Route	\$147,364.23
INV2146533	6/21/2024	Paylocity		HRIS Modern Workplace	\$ 335.67
Total					\$ 192,222.17

Electronic Payments including ACH payments and Wire Transfers					
Invoice #	Date of Service	Vendor	GL Code	Description	Amount Due
5132-0624		First Bank Credit Card	01-10-509990-0004	Audio equipment for Bus Roadeo	\$585.57
			01-50-504990-0001	Office Supplies	\$2,719.00
			01-50-509020-0000	Miscellaneous Expenses	\$160.00
			01-50-509020-0002	May Board Meeting Expenses	\$351.39
			01-50-509020-1000	Admin Expenses	\$320.00
			01-50-509990-0002	Miscellaneous Expenses	\$87.17
			01-52-503030-0011	Adobe Licenses	\$299.93
			01-52-504990-0010	IT Hardware	\$1,205.16
			01-54-503030-3270	Marketing Expenses	\$547.56
			01-54-503990-0003	Marketing Expenses- Launch	\$242.50
Total					6,518.28

GRAND TOTAL 198,740.45

NAME	SIGNATURE	DATE
Director of Finance Ursula Hayden ursula.hayden@evta.org		06.26.2024

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

Meeting Date: 07/10/2024

SUBJECT: EVTA 10-Year Transit Development and Capital Plan Kickoff

RECOMMENDED ACTIONS: Discussion only

BACKGROUND:

At the April 24 EVTA Meeting the Board approved a consultant contract with Fehr and Peers to assist with creating the Authority's first 10-Year Transit Development and Capital Plan. The consultant will be attending this meeting to present an overview of the plan development process and seek initial feedback on the Board's interests and priorities.

This plan is the key component of Strategic Priority #3 in the EVTA Board's Interim Strategic Plan: "Plan for the region's transportation future." The process will engage a wide range of stakeholders in the creation of a comprehensive operating and capital plan covering a 10-year timeframe. This inaugural 10-year plan will guide us in facilitating a seamless transition of service from ECO Transit to EVTA and develop a strong foundation for future transportation improvements consistent with the vision outlined in the EVTA Intergovernmental Agreement. It will re-evaluate existing service with an eye towards greater efficiency, coordination, and coverage and identify needs and opportunities for capital investment including vehicles and facilities, including financial and implementation plans.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

None

To: The Eagle Valley Transportation Authority Board

From: Scott Robinson, EVTA Deputy Director

Meeting Date: 07/10/2024

SUBJECT: Gypsum MSC Facility Lease

RECOMMENDED ACTION: Approve the MSC Lease Agreement as presented with Eagle County Government for an initial five-year term from August 1, 2024, to July 31, 2029, for a total of \$4,252,660.26 in rent payments over five years.

BACKGROUND

ECO Transit currently operates out of the MSC facility in Gypsum, CO which is owned by Eagle County Government (ECG). This property provides administrative office space, outdoor parking lots and a large bus barn. This property is essential for transit operations and no comparable facility is available anywhere in Eagle County. EVTA staff have been working on the terms of the lease agreement with ECG since February 2024.

LEASE AGREEMENT HIGHLIGHTS

1. **PROPERTY DETAILS:** 3289 Cooley Mesa Rd, Gypsum, CO, and approximately 324,720 square feet of space, which is a combination of exclusive indoor space, common space, and outdoor common areas (parking lots, storage, etc.)
2. **TERM:** Initial term is August 1, 2024-July 31, 2029 (five years) and can only be terminated with cause. EVTA then has the option to continue renewing for five-year terms, by providing notice at least 6 months in advance.
3. **TERMINATION CLAUSES:** After the initial five-year term, either party can terminate with an 18-month notice. Termination for default at any time is also allowed.
4. **RENT** – Total annual rent is \$801,008 in the first year, payable monthly in advance. Beginning August 1, 2025, rent will increase 3% per year. The breakdown of rent per sq. ft. is outlined below (Titled Exhibit A) and includes all exterior, mechanical, and structural maintenance, and utilities. The one maintenance item not included

in rent is the repair and maintenance of the exterior asphalt surfaces. EVTA will be responsible for their portion of the repairs after the initial five-year term is complete and only if EVTA renews for a second five-year term. EVTA staff worked with a local commercial broker to review the proposed lease rates. The broker compared it to the market and concluded it was a fair deal for both sides.

Exhibit A

Building	Description	Square Feet	Annual Gross Rate psf	Annual Amount
Interior exclusive use rentable space for lease rent calculation:				
MSC-A	Exclusive use of 2,880 square feet of office space as identified in Exhibit C	2,880	\$38.86	\$111,917
MSC-B	Exclusive use of 3,154 square feet of office space as identified in Exhibit C	3,154	\$38.86	\$122,564
MSC-C	Exclusive use of 1,235 square feet of office space as identified in Exhibit C	1,235	\$38.86	\$47,992
MSC-D	Exclusive use of 20,700 of interior industrial space as identified in Exhibit C	20,700	\$25.05	\$518,535
	Total EVTA Exclusive Space	27,969		\$801,008
Common and exterior space for identification only:				
MSC-A	Common space as identified in Exhibit C	2,335	Included above	
MSC-B	Common space as identified in Exhibit C	1,886	Included above	
MSC-D	Exclusive use of exterior storage and parking areas as identified in Exhibit B	34,000	Included above	
Exterior	Includes exterior common areas, driveways, and passenger vehicle parking spots through the campus as identified in Exhibit B	258,530	Included above	
	Total Common and Exterior Space	296,751		
	Total EVTA	324,720		

1. **Financial Considerations:** The initial five-year term financial details are included below. There is a 3% annual increase to rent payments.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>5 Year Total</u>
\$801,008.00	\$825,038.24	\$849,789.39	\$875,283.07	\$901,541.56	\$4,252,660.26

ATTACHMENTS:

1. MSC Lease Agreement

LEASE AGREEMENT FOR THE GYPSUM MAINTENANCE SERVICE CENTER

THIS LEASE AGREEMENT (this “Lease”) dated July 16, 2024, is between Eagle County, Colorado, a body corporate and politic, acting by and through its Board of County Commissioners (“Landlord”), and the Eagle Valley Transportation Authority, a body corporate and politic, acting by and through its Board of Directors (“Tenant”). Landlord and Tenant may be individually referred to as a “Party” or collectively as the “Parties.”

For and in consideration of the covenants and agreements herein contained, Landlord and Tenant hereby agree as follows:

ARTICLE 1: LEASED PROPERTY

Section 1.1: Lease of Property.

(a) In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord those certain premises within the real property known as the Gypsum Maintenance Service Center (“MSC”) located at 3289 Cooley Mesa Road, Gypsum, Colorado (approximately 324,720 square feet) specifically described in Exhibit A, attached hereto and incorporated herein by this reference, which premises are further identified as the portions of land labeled “EVTA Exterior Space” within the aerial photograph attached hereto as Exhibit B and incorporated herein by this reference; and the areas labeled “EVTA Premises” on the floorplans of MSC-A, MSC-B, MSC-C, and MSC-D attached hereto as Exhibit C and incorporated herein by this reference. The above described premises shall be hereinafter referred to as the “Premises” and the buildings in which the Premises is located shall be hereinafter referred to as the “Buildings.”

(b) Landlord retains the right, to maintain, alter, and expand its existing IT network wiring and associated network switching equipment, as needed in Landlord’s sole and absolute discretion. As such, Landlord may be required to access the “IT Closets” identified in Exhibit C as part of the Premises (within Buildings MSC-B and MSC-D) in which case, Landlord will provide as much notice to Tenant as practicable under the circumstances, but Landlord’s right of entry to IT Closets on the Premises shall not be subject to the 24-hour notice requirement contained in Article 14 herein. Landlord commits to make reasonable efforts to avoid unreasonable interference with Tenant’s operations in while accessing the “IT Closets” for the purposes stated herein. Tenant may need to access Landlord’s IT closets identified in Exhibit C (within Buildings MSC-A and MSC-C) for certain IT equipment, in which case Tenant shall request access to these areas as needed, and such access shall not be unreasonably withheld by Landlord.

ARTICLE 2: TERM

Section 2.1: Term. The term of this Lease shall commence at 8:00 a.m. on August 1, 2024 (the “Commencement Date”), and end at midnight on July 31, 2029 (the “Term”), unless sooner terminated or extended pursuant to any provision of this Lease. Each year during the Term shall be deemed a “Lease Year” under this Agreement.

Section 2.2: Option to Extend Term. Tenant shall have the option to extend the Term for additional five (5) year periods (each referred to in this Paragraph as an “Extension Period” but once an Extension Period is triggered, shall be construed as a “Lease Year” for all other purposes herein) beginning at noon on the expiration date of the Term as set forth in Section 2.1. The Extension Period(s) shall commence on August 1 and terminate at midnight on July 31. This option shall be exercised by Tenant delivering written notice of exercise no less than six (6) months prior to the expiration date of the Term or any Extension Period. Notice shall be effective only if, on the date the notice is given, Tenant is not in breach of any material term hereunder that Landlord has previously given written notice of. If Tenant is in default of a material term of the Lease, Landlord, in its sole discretion, may accept Tenant’s notice of intent to exercise its option for an Extension Period conditioned on Tenant’s commitment to cure such breach. If Tenant fails to deliver any notice exercising an Extension Period in a timely manner, Tenant shall be deemed to have waived Tenant's option to extend the Term and the Term shall end on the expiration date of the Term or the then-current Extension Period, if the Term has previously been extended by this Paragraph. Upon the giving of such notice by Tenant, the Term shall be automatically extended for the Extension Period covered by such notice and the definition of “Term” set forth in Section 2.1 shall include such Extension Period. The extension shall be upon all of the terms, covenants and conditions of this Lease in effect during the Term as set forth in Section 2.1 except that: “Rent” shall be determined in accordance with the provisions of Section 4.1, and subject to the provisions of Section 4.2. As of the date the Extension Period begins, this Lease shall be deemed modified in the manner set forth herein without further action by Landlord or Tenant, however both Parties nevertheless agree to execute a document amending this Lease in order to reflect such modifications if requested by either Party.

Section 2.3: Option to Terminate. At any time on or after the expiration of the initial Term as set forth in Paragraph 2.1 above, either Party may terminate this Agreement for any reason by giving the other Party at least eighteen (18) months prior written notice of such termination. Notwithstanding the foregoing, either Party may, at its election, terminate this Lease for default, pursuant to Article 20.

ARTICLE 3: IMPROVEMENTS, FIXTURES AND ALTERATIONS

Section 3.1: Existing Improvements. At the commencement of the Term, Landlord shall deliver the Premises and all improvements now located thereon (the “Improvements”) in their present “as is” condition. Tenant accepts the Premises and the Improvements in their present condition and agrees that, except as expressly stated in this Lease, no representation or warranty, either express or implied, has been made by or on behalf of Landlord with respect to the present condition of the Premises and the Improvements.

Section 3.2: Fixtures. Tenant may install or cause to be installed in the Premises items such as furniture, furnishings, shelves, counters, display cases, storage lockers, machinery, lighting and other items as are reasonably necessary for the operation of the EVTA (the “Trade Fixtures”), at Tenant’s sole cost and expense. The Trade Fixtures shall remain personal property and title thereto shall continue in Tenant regardless of the manner in which the same may be attached or affixed to the Premises. Tenant shall be entitled to remove the Trade Fixtures at any time during the Term or upon the expiration or earlier termination of the Term. Upon the expiration or earlier

termination of the Term, Tenant, at its own expense, shall within a reasonable period of time return the Premises to its condition prior to the installation of such Trade Fixtures and/or repair any damage to the Premises or Improvements attributable to the removal of any of the Trade Fixtures. In the event any of the Trade Fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the same rights with respect to such Trade Fixtures as Tenant hereunder.

Section 3.3: Alterations and Additions.

(a) Tenant shall not undertake any improvements, alterations or changes to the Improvements (each an "Alteration") to or of the Premises or any part thereof in connection with its permitted use in the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion. If applicable, Tenant shall submit to Landlord for its review complete plans and specifications detailing the Alterations.

(b) Any permitted Alterations which Tenant is required to remove at the expiration of or earlier termination of this Lease shall be removed at Tenant's sole expense, and Tenant shall return the Premises to its condition prior to the Alterations and/or repair any damage to the Premises or Improvements attributable to such removal.

(c) Tenant shall not, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, demolish, replace, change or alter the exterior of the Buildings at any time. All approved exterior changes to the Building shall be deemed to have become part of the Premises and Landlord's property and shall be surrendered with the Premises.

(d) All work with respect to any Alterations hereunder shall be done at Tenant's sole expense in a good and workmanlike manner, and shall be done in a manner designed to not unreasonably interfere with Landlord's operations at the Premise. Landlord's consent to any such alterations, additions or changes or Landlord's approval of any plans or specifications therefor will not create any responsibility or liability on the part of Landlord for the completeness, design sufficiency or compliance thereof with any applicable law, rule or regulation of governmental agencies or authorities. All permitted alternations, additions or changes shall be done in accordance with all applicable laws, regulations, ordinances, rules, or other requirements of all governmental or other authorities.

ARTICLE 4: RENT

Section 4.1: Rent.

(a) Subject the other provisions of Article 4 of this Lease, Tenant shall pay to Landlord the annual sum of \$801,008 ("Rent"), payable in equal monthly installments due on or before the first day of each month, which rent is calculated in accordance with the rates set forth in Exhibit A. The Rent shall be payable in advance without notice, offset or deduction at the address of Landlord set forth in Section 22.1 or to such other persons or at such other places as Landlord may designate in writing. The extension of time for the payment of any installment of Rent, or the acceptance of Rent after the time at which it is payable shall not be a waiver of the rights of the

Landlord to insist on having all other payments made in the manner and at the times herein specified.

(b) Beginning on August 1, 2025, and upon the expiration of each Lease Year for the duration of the initial Term, the Rent shall be automatically increased by 3% over the Rent calculated for the prior Lease Year. There shall be no requirement that Landlord notice these automatic Lease Year increases.

(c) At the beginning of any Extension Period, Landlord shall adjust the Rent in accordance with then-current market rental rates (“Extension Period Market Base Rent”). Rent for each subsequent Lease Year in an Extension Period shall be automatically increased by 3%, in accordance with Section 4.1(b). The Extension Period Market Base Rent shall be determined as follows:

(1) With respect to the first potential Extension Period, the Parties shall begin negotiations to set the Extension Period Market Base Rent on or before November 1, 2028. For subsequent Extension Periods, the Parties shall begin negotiations for the Extension Period Market Base Rent at least 9 months prior to expiration of the then current Extension Period.

(2) The Parties will negotiate in good faith to determine the appropriate Extension Period Market Base Rent. Tenant may engage its own commercial broker with knowledge of the local real estate market and share its broker’s market rental rate to be used in the negotiation process.

(3) If the Parties cannot agree to the Extension Period Market Base Rent for the Extension Period within the first thirty (30) days of negotiations, Landlord shall, at its own cost and expenses, within thirty (30) days select a commercial broker with knowledge of the local real estate market to determine the appropriate Extension Period Market Base Rent and deliver same to Tenant.

(4) If Tenant does not accept the Extension Period Market Base Rent within thirty (30) days, then the 18-month option to terminate provided in Section 2.3 hereof shall be deemed to have been given mutually by both Parties, and Rent shall continue to be increased pursuant to Section 4.1(b) of the Lease through termination of the Lease.

Section 4.2: Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties’ obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the Party’s governing board. In the event that sufficient funds for the obligations contained in this Lease are not made, such event may trigger a Party’s rights to termination.

ARTICLE 5: USE AND PERMITS

Section 5.1: Use. Tenant agrees that the Premises and the Improvements shall be used and occupied solely for purposes of operating a regional transportation authority, with the following permitted uses: bus storage, bus maintenance, bus washing, bus fueling, bus and passenger vehicle parking and office space, indoor and outdoor training, and any uses incidental thereto. Tenant

shall not use nor permit the use of the Premises or the Improvements in any manner that will tend to create a nuisance or lead to waste of the Premises. Tenant shall not leave the Premises vacant, temporarily (which shall mean ceasing all operations for a period of three (3) months or more) or permanently, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, except during such time(s) as may be permitted under Article 3 hereof. Tenant shall not use or permit the Premises, or any part thereof, to be used for any purpose or purposes other than the purposes for which the Premises is hereby leased without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; and no new use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Building unless Tenant agrees to pay for such increase as described below, or cause a cancellation of any insurance policy covering the Building or any part thereof. Tenant shall not sell, or permit to be kept, used or sold in or about the Premises, any article which may be prohibited by Landlord's insurance policies. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use of the Premises, Tenant shall pay to Landlord, within 60 days of receiving from Landlord a statement from Landlord's insurance carrier that a rate increase was attributable to Tenant's use of the Premises, an amount equal to the difference between the original premium and the increased premium. The provisions of this Section 5.1 shall apply to Tenant's employees, officers, volunteers, contractors and representatives.

Section 5.2: Permits. This Lease is subject to Tenant obtaining any governmental approvals that may be required to improve the Premises to Tenant's satisfaction. Tenant shall, at Tenant's expense, procure every permit, license, certificate or other authorization required in connection with Tenant's lawful and proper use of the Premises.

ARTICLE 6: COMPLIANCE WITH LAW

Section 6.1: Compliance with Requirements of Law.

(a) Tenant shall, at Tenant's expense, promptly comply with all present and future statutes, ordinances, rules, regulations and orders of authority whatsoever in effect during the Term and affecting the Premises or the Improvements or any part thereof (all of the foregoing shall be referred to herein as "Requirements of Law"), whether such requirements may relate to: (i) alterations, changes, additions, improvements to the interior of the Premises or Improvements as may be permitted by the terms of this Lease; (ii) repairs, inside the Premises, extraordinary or ordinary; and (iii) the manner in which the Premises or the Improvements may be used or occupied; or (iv) any other matter affecting the Premises or the Improvements whether like or unlike the foregoing.

(b) Without limiting the generality of the requirement contained in Section 6.1(a) for Tenant to comply with all Requirements of Law, Tenant shall be solely responsible for complying with the Americans with Disabilities Act of 1990 (U.S.C. Sections 1201 et seq.) and all regulations promulgated thereunder (such act and regulations shall be herein referred to as the "ADA") as the ADA may apply to the interior of the Premises. Tenant shall be solely responsible for compliance with all requirements of ADA including, without limitation, the requirements for non-discriminatory business practices, architectural and communications barrier removal, auxiliary

aids and all new construction and alterations to be readily accessible and useable by individuals with disabilities to the extent required by the ADA.

(c) Again, without limiting the generality of the requirement for Tenant to comply with all Requirements of Law as set forth in Section 6.1(a) herein, Tenant shall be solely responsible for complying with all laws and related regulations which concern "Hazardous Materials" (as such term is defined in this Section) as such laws and regulations may relate to Tenant's Use of the Premises, and shall notify Landlord immediately in the event of any discharges by Tenant of any Hazardous Material at, upon, under or within the Premises or the Improvements. As used in this Lease, the term "Hazardous Material" means: (i) any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto and replacements therefor; or (ii) such substances, materials or wastes as are regulated by The Resource Conservation and Recovery Act of 1976 or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any amendments thereto or orders, regulations, directions, or requirements thereunder; or (iii) such hazardous or toxic substances, materials or wastes that are or may become regulated under any other applicable county, municipal, state or federal law, rule, ordinance, direction or regulation.

Section 6.2: Violations. Tenant shall, promptly after the discovery of any violation of a Requirement of Law which might subject Landlord to liability or forfeiture of any interest in the Premises or the Improvements, take all lawful, reasonable and necessary steps, legal and equitable, to compel the discontinuance thereof and to oust and remove all occupants or other persons undertaking such use.

Section 6.3: Contest by Tenant. Tenant may contest in good faith by appropriate proceedings conducted promptly at Tenant's expense, in Tenant's name, or (whenever necessary) in Landlord's name, the validity or enforcement of any Requirement of Law and may defer compliance therewith provided that: (a) such noncompliance shall not constitute a crime or misdemeanor on the part of Landlord, (b) Tenant shall diligently prosecute such contest to a determination by the court, department or governmental authority or body having jurisdiction over such contest (but Tenant shall, at all times, have the right to abandon such contest provided that Tenant shall thereafter comply with the contested Requirement of Law), and (c) if such noncompliance would subject Landlord's interest in the Premises to forfeiture, Tenant shall furnish to Landlord a surety bond issued by a bonding company reasonably acceptable to Landlord in an amount equal to the cost of such compliance as reasonably estimated by Landlord, indemnifying Landlord against the cost thereof and all liability in connection therewith. Landlord agrees to cooperate reasonably with Tenant and to execute promptly after receipt all documents and pleadings required for the purpose of such contest, provided Tenant shall pay all costs and expenses of Landlord incurred in connection therewith.

ARTICLE 7: MAINTENANCE AND REPAIRS

Section 7.1: Landlord's Planned Projects at the MSC

(a) Landlord plans to undertake a complete asphalt replacement project at the MSC in the locations labeled as Area 1 and Area 2 in Exhibit D, attached here and incorporated herein by this reference ("Asphalt Replacement Project"). Tenant acknowledges and agrees that the Asphalt Replacement Project will occur in at least one area identified as EVTA Exterior Space. While Landlord will use reasonable efforts not to cause or permit unreasonable interference with Tenant's operations, Tenant acknowledges and agrees the Asphalt Replacement Project will likely have a substantial impact on certain of Tenant's operations at the Premises, and agrees to reasonably cooperate with Landlord to allow the Asphalt Replacement Project to proceed in accordance with a schedule developed by Landlord and Landlord's contractor(s). While the Asphalt Replacement Project dates have yet to be determined, Landlord intends to complete the Asphalt Replacement Project by December, 2025. Landlord shall notify Tenant as soon as reasonably possible regarding the timing of the Asphalt Replacement Project. Landlord shall not be liable to Tenant in damages or otherwise due to such interference, and no such interference shall (i) constitute a constructive eviction, in whole or part, (ii) otherwise relieve Tenant of the performance of any of its obligations hereunder, or (iii) entitle Tenant to an abatement of Rent hereunder.

(b) Landlord is the recipient of a federal Geothermal Energy grant, which requires improvements to certain portions of the Premises identified as MSC Building D (the "Geothermal Energy Project"). While Landlord will use reasonable efforts not to cause or permit unreasonable interference with Tenant's operations, Tenant acknowledges and agrees the Geothermal Energy Project will likely have a substantial impact on certain of Tenant's operations at the Premises and agrees to reasonably cooperate with Landlord to allow the Geothermal Energy Project to proceed in accordance with a schedule developed by Landlord and Landlord's contractor(s). While the Geothermal Energy Project dates have yet to be determined, Landlord intends completion by December, 2026. Landlord shall notify Tenant as soon as reasonably possible regarding the timing of the Geothermal Energy Project. Landlord shall not be liable to Tenant in damages or otherwise due to such interference, and no such interference shall (i) constitute a constructive eviction, in whole or part, (ii) otherwise relieve Tenant of the performance of any of its obligations hereunder, or (iii) entitle Tenant to an abatement of Rent hereunder.

Section 7.2: Landlord and Tenant's Responsibilities for Ongoing Repair and Maintenance.

(a) Tenant, at Tenant's own expense, shall (i) maintain in good condition, and promptly and diligently repair any damage to the Premises and Improvements and every part thereof, including without limitation, bus wash facilities and equipment, interior Building office space flooring, walls, lighting, interior doors, Trade Fixtures, and EVTA Exterior Space except to the extent such damage is attributable to the negligence or the intentional act or omission of Landlord and except as provided in Section 7.4 herein; (ii) promptly and diligently repair any damage to the Premises attributable to the negligence or the intentional act or omission of Tenant or anyone claiming under Tenant; and (iii) make commercially reasonable efforts to maintain in good condition, and promptly and diligently repair any damage to (or replace or dispose of, if reasonably necessary in the circumstances) any Trade Fixtures installed in or attached to the Premises. Tenant

shall not permit the Premises or the walls or the floors thereof to be endangered by overloading.

(b) Landlord shall (i) maintain and promptly and diligently repair any damage to the exterior of the Premises, including, without limitation, the roof, exterior doors and exterior walls (except the interior faces), safety components (including security/fire alarm systems, door matrix system, power outage lighting, fire sprinklers and related signage), HVAC systems, plumbing, electrical, lighting, parking areas and other structural parts, including the structural floor, (but excluding the floor coverings) of the Premises; and (ii) maintain interior and exterior common areas.

Section 7.3: Landlord's Rights. If Tenant fails to perform Tenant's obligations under Section 7.2(a), Landlord may (but without being required to do so) enter upon the Premises, after five days' prior written notice to Tenant, and put the same in good order, condition and repair. If Landlord performs Tenant's obligations under Section 7.2(a), the cost thereof, shall be repaid to Landlord by Tenant upon demand.

Section 7.4: Maintenance of Outdoor Paved Areas. Following completion of the Asphalt Replacement Project, if, during any Lease Year of an Extension Term, Landlord reasonably determines that any paved area at the MCS requires resurfacing, the cost of such resurfacing project shall be fairly allocated between Landlord and Tenant with Tenant responsible for the allocated cost for 100% of the square footage identified EVTA Exterior Space, and Tenant being responsible for the allocated cost for 50% of the square footage identified as common areas. Landlord shall be responsible for 100% of the allocated resurfacing cost for any areas identified as ECG Exclusive Exterior Space.

ARTICLE 8: UTILITIES, SERVICES AND INSURANCE

Section 8.1: Utilities and Services and Fueling

(a) Tenant will be allowed to use water, sewer, gas, and electrical service Landlord causes to be delivered to the Premises, and Landlord will provide cleaning of the common areas, snow removal, pest control, landscaping, the FAA required lease payments, and for removal of trash and recycling from the (the "Utilities and Services"). Landlord reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the Landlord, Landlord is unable to furnish such utility services. Landlord shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way operate to release Tenant from any of its obligations hereunder. Notwithstanding the foregoing, the parties agree to negotiate in good faith regarding potential remedies for Tenant if an interruption to utilities substantially interrupts Tenant's use of the Premises for an unreasonably extended period of time.

(b) If Landlord determines, in its sole and exclusive discretion, that Tenant has created any excessive use of any Utilities and Services, Landlord reserves the right to bill Tenant for such excessive use. The Parties acknowledge and agree that as Tenant grows its electric fleet, electricity by Tenant may need to be separately metered.

(c) Tenant shall, at its own expense, pay for any and all telephone, cable and/or internet service connections, installation charges, deposits and service charges for the Premises.

Section 8.2: Fuel. In the event Tenant utilizes Landlord's onsite fueling facility, Tenant will pay Landlord in accordance with the fuel rates and on the schedule established separate agreement between the Parties.

Section 8.3: Common Area Maintenance. Landlord agrees to provide, at no additional cost to Tenant, common area maintenance at the levels and standards Landlord deems appropriate, consistent with Landlord's existing practices.

Section 8.5: Insurance.

(a) During the Term, Tenant shall, at Tenant's expense keep in force the following insurance: (i) bodily injury liability insurance for claims for personal injury or death and property damage liability insurance for such claims with limits of \$2,000,000.00 in a combined single limited policy for all bodily injury and property damage in any single occurrence and shall name Landlord as an additional insured as its interest may appear with respect to such policy; and (ii) maintain fire insurance with standard extended coverage endorsement on all of its Trade Fixtures and inventory to the extent of at least 90% of their insurable value and, as long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of the Trade Fixtures and inventory so insured. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with copies of all insurance to be maintained by Lessee and with evidence of payment of the premiums. All such policies name Landlord as an additional insured and shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the Term except after 10 days' written notice thereof to Landlord. Tenant shall be solely responsible for the repair and replacement of all damaged plate glass on the outside walls of the Premises.

(b) Landlord shall maintain at its expense fire insurance with standard extended coverage endorsement for the Premises during the Term of this Lease in an amount which Landlord's insurance advisor reasonably deems sufficient for the full cost of rebuilding or repairing the Premises in the event of the total or partial destruction thereof. The proceeds of any fire insurance policy carried by Landlord covering the Premises shall be payable to Landlord only, provided that, if Landlord shall be required to rebuild or repair the Premises Landlord agrees to apply the proceeds of such insurance first to the repairing and rebuilding of the Premises.

(c) Tenant and Landlord each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other for loss of or damage to such waiving Party or such waiving Party's property or the property of others under such waiving Party's control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Landlord and Tenant each shall, upon obtaining the policies of insurance required under the provisions of Section 8.5, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(d) The Parties are relying on and do not waive or intend to waive by any provision of this Lease the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act as from time to time amended, or otherwise available to either Party, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its officials, employees, agents and volunteers.

ARTICLE 9: ALLOCATION OF RISK

Section 9.1: General Provisions: Subject to Sections 4.2 and 8.5(d) of this Lease, Tenant shall accept sole responsibility for, and to the extent of Tenant's insurance coverage, indemnify, hold harmless and defend Landlord from and against any and all claims arising from: (a) Tenant's use of the Premises or the Improvements, (b) the conduct of Tenant's business or any other activity, work or things done, permitted or suffered by Tenant in or about the Premises, the Improvements or elsewhere; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease (but specifically excluding any breach or default which arises because of Landlord's failure to carry out Landlord's obligations under this Lease), including, without limitation, any failure to comply with any Requirements of Law; or (d) any negligence of Tenant or any of Tenant's agents, contractors or employees. To the extent allowed by law, in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises or the Improvements arising from any cause other than the negligence of Landlord or any of Landlord's agents, contractors or employees and Tenant hereby waives all claims against Landlord in respect of the risks assumed. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded the Parties under § 24-10-101, et seq., C.R.S. and any fiscal or monetary obligations of Tenant arising under this Lease shall always be subject to annual budgeting and appropriation by the governing body of Tenant.

Section 9.2: Personal Property, Vehicles and Equipment. Landlord shall not be responsible for any damage, theft, or vandalism done to the personal property, including vehicles and equipment, of Tenant or the licensees, invitees, employees, officers or guests of Tenant while such property is on the Premises, and Tenant shall look exclusively to its own insurance coverage, if any, for recovery in the event of any such damage, loss or theft.

ARTICLE 10: DAMAGE; DESTRUCTION

Section 10.1: Damage or Destruction.

(a) Landlord shall be required to repair, restore or reconstruct the Premises and the Building of which the Premises is a part to correct damage thereto or destruction thereof caused by a casualty covered by standard fire and extended coverage insurance; provided, however, that, if the damage to the Premises or the Building of which it is a part is not covered by standard fire and extended coverage insurance or if the damage is such that the Premises or the Building of

which it is a part cannot reasonably be repaired, reconstructed or restored within a period of 180 days from the date of casualty, then Landlord may (but without obligation to do so) elect to repair, reconstruct or restore the same, in which event this Lease shall continue in full force and effect, or Landlord may elect not to repair in which event this Lease shall terminate. Landlord shall give written notice to Tenant of its election within 30 days after the date of destruction. In the event Tenant determines that the destruction does not wholly defeat Tenant's use of the Premises, Tenant may notify Landlord in writing that it desires to continue this Lease, and the Parties shall mutually agree to either (i) a temporary abatement of Rent as provided in the following sentence or (ii) reformation of the Lease to exclude the damaged portion of the Premises. Unless the damage is caused by the Tenant, payments due under this Lease shall abate in proportion to that portion of the Premises that is unfit for Tenant's use from the date of the casualty until the Premises is fully restored.

(b) If Landlord shall be required to repair, reconstruct or restore the Premises or the Building of which it is a part or, if Landlord shall elect to undertake such work if Landlord shall not be so required, Landlord shall exercise diligence in beginning and completing such work. If Landlord shall not have completed such work within 180 days after the date of destruction, Tenant shall be entitled to terminate this Lease by giving Landlord written notice of such termination at any time after the 180-day period for completion expires until Tenant receives written notice of completion of the repairs from Landlord. In the event Landlord shall be delayed or hindered in or prevented from the completion of such work within such time by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection or other reason of like nature, the Landlord's repair obligation shall be excused for the period of such delay, and the period for the completion of such work shall be extended for a period equivalent to the period of such delay.

(c) In the event of a termination of this Lease pursuant to any of the provisions of this Article 10, Tenant shall surrender possession of the Premises within thirty (30) days after the giving or receipt of written notice of termination as the case may be, whereupon each Party shall be released thereby from any further obligations to the other except for items which have theretofore accrued and are then unpaid, and such termination shall be deemed to relate back to the date of the damage or destruction or the date Tenant discontinued doing business at the Premises, whichever comes later.

(d) In the event of any damage to or destruction of the Premises or the Building of which it is a part, Tenant shall in no event be entitled to any damages from Landlord by reason of any inconvenience or loss sustained by Tenant, except as such damage or destruction is attributable to the intentional act or omission of Landlord.

(e) Following a casualty hereunder, Landlord shall be entitled, at all times, to enter onto and upon the Premises and shall have all such rights as may enable it promptly, efficiently and economically to carry on any work or repair, reconstruction or restoration. During any such period of repair, reconstruction or restoration of the Premises on the part of the Landlord, Tenant shall pay Rent for that portion of the Premises that is fit for Tenant's use, as provided for under the provisions of this Section 10.1. The full monthly Rent shall again become payable immediately upon the completion of such work or repair, reconstruction or restoration.

ARTICLE 11: CONDEMNATION

In the event that the Premises or any material part thereof shall be taken or damaged by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise, or in the event the Premises or any material part thereof shall be transferred in avoidance of an exercise of the power of eminent domain, the lease Term and all right of Tenant hereunder shall immediately cease and terminate as of the date the condemning authority takes possession of the Premises, and the Rent shall be adjusted as of the time of such termination. In such event the full value of the Premises shall belong solely to Landlord. In the event a material portion of the Premises is taken or damaged, Tenant may either elect to terminate this Lease, in which event the preceding sentence shall apply, or the Tenant and Landlord shall amend the Lease to exclude the condemned property and reduce the Rent to account for such exclusion. Tenant may separately claim and recover from the condemning authority, but not from Landlord, removal expenses and the value of the remaining Term of this Lease less future Rent payments for the full termination of the Lease, or the reduction in value attributed to the condemnation.

ARTICLE 12: MECHANIC'S LIENS

[INTENTIONALLY DELETED]

ARTICLE 13: ASSIGNMENT, SUBLETTING AND MORTGAGING

Section 13.1: Assignment, Subletting and Mortgaging.

(a) Tenant shall not assign or in any manner transfer this Lease or any interest therein, nor sublet the Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it, without the prior written consent of Landlord, which consent may be withheld at the sole and exclusive discretion of Landlord. Consent by Landlord to one or more assignments of this Lease or to one or more sublettings of the Premises shall not operate as a waiver of Landlord's rights under this Lease, nor release Tenant or any guarantor of Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights or remedies hereunder. Notwithstanding the forgoing, Landlord shall permit the sublease of a portion of the premises for vending machines, electric charging stations, and other related sub-tenancies directly related to the Tenant's permitted use, subject to Landlord's prior consent, and in accordance with any reasonable conditions Landlord may impose.

(b) Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

(c) Assignments to which Landlord has consented pursuant to this Section 13.1, shall be by an instrument in writing and shall be executed by the transferor and the transferee in each instance in such manner that it may be recorded. Each such transferee shall agree in writing for the benefit of Landlord to assume, to be bound by and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by the Tenant. One copy of such written

instrument so executed shall be delivered to Landlord. The original Tenant hereunder and all of its successors and assigns shall remain at all times liable for any amounts due hereunder.

(d) The original Tenant shall be responsible for the reasonable costs and fees (including attorney fees) incurred by Landlord in connection with the review of any proposed assignment or transfer under this Section 13.1, and the preparation of any instruments relating thereto.

ARTICLE 14: EXCLUSIVITY AND RIGHT OF ENTRY

Section 14.1: Common Areas. Tenant recognizes that its right to use the MSC Buildings and land is not exclusive, and that common areas may be used by Tenant, Landlord, its employees, agents, officers, contractors, licensees and permittees and other third parties.

Section 14.2: Tenant Premises; Landlord's Right of Entry. Subject to Landlord's right of entry, Tenant shall have the sole and exclusive right to use and occupy the EVTA Exclusive Use Areas identified in Exhibits A-C herein. However, notwithstanding anything to the contrary contained in this Lease, Tenant shall permit Landlord or Landlord's representatives to enter the Premises and the Improvements during Tenant's business hours upon at least 24 hours advance notice to Tenant, except in the case of an emergency, for the purpose of: (a) inspecting the same; (b) performing obligations of Tenant hereunder which Tenant has neglected or refuses to perform; and (c) showing the Premises to persons wishing to purchase Landlord's interest therein. The provisions contained in this Article 14 shall not increase Landlord's obligations under this Lease and the right and authority hereby reserved does not impose upon Landlord any responsibility for the repair, care or supervision of the Premises or the Improvements.

ARTICLE 15: ABATEMENT

Section 15.1: No Abatement of Rent. Except as otherwise specifically provided in this Lease, there shall be no abatement or reduction of the Rent or any other amounts payable by Tenant under the provisions of this Lease for any reason including, but without limiting the generality of the foregoing: (a) by reason of any damage or destruction of the Premises or the Improvements whether caused by fire, condemnation or other matters like or unlike the foregoing or during any period of repair or restoration, or (b) by reason of diminution of the amount of usable space caused by legally required changes in the construction, equipment, operation or use of the Premises, the Improvements or the Building. It is the intention of the Parties that any present or future law to the contrary shall not alter this agreement of the Parties.

Section 15.2: Exception. Tenant shall be entitled to a per diem abatement of rent in proportion to the Premises that is untenable, only if the Premises is so damaged by fire or other casualty as to be untenable, and repairs do not begin within twenty (20) days thereafter.

ARTICLE 16: SURRENDER BY TENANT; HOLDING OVER

Section 16.1: Surrender by Tenant. On the expiration or earlier termination of the Term, Tenant shall peaceably and quietly leave, surrender and deliver up to Landlord the Premises and the Improvements together with any fixtures thereon and any appurtenances thereto or used in connection therewith; provided, however, that Tenant may remove therefrom any personal

property of Tenant or those claiming by, through or under Tenant and the Trade Fixtures removable by Tenant pursuant to Section 3.2. Such property shall be removed by Tenant by the date of the expiration of the Term or within thirty (30) days after the earlier termination of the Term. All such property not so removed shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed and otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account therefore.

Section 16.2: Inspection and Damages. Within sixty (60) days of the expiration or termination of this Lease, representatives of Landlord and Tenant shall meet in the Premises to inspect the condition of the Premises and determine whether any repairs are necessary to restore the Premises to the condition that existed prior to Tenant's use of the Premises. Tenant agrees to restore within thirty (30) days of the Parties' inspection, at Tenant's sole cost and expense, the Premises and all conditions thereof, harmed or damaged by Tenant's use or occupancy of the Premises. In the event Tenant fails to restore the Premises to Landlord's reasonable satisfaction, Landlord shall have the right to make such repair at Tenant's expense, the amount of which expense Tenant shall pay to Landlord upon demand.

Section 16.3: Holding Over. Any holding over by Tenant after the expiration of the Term of this Lease shall be treated as a tenancy at sufferance at 150% the Rent in effect as of the date of the holding over, together with other charges herein set forth in this Lease, and shall otherwise be on the terms and conditions set forth in this Lease, as far as the same are applicable, except that such holding over shall be on a month-to-month basis.

ARTICLE 17: QUIET ENJOYMENT

Landlord covenants that, if and so long as Tenant pays the Rent and other amounts payable by Tenant under this Lease and performs all the obligations of Tenant hereunder, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease.

ARTICLE 18: SECURITY DEPOSIT

Landlord will not charge a security deposit for the initial Term of the Lease.

ARTICLE 19: SIGNS

Tenant shall have Landlord's permission to install signage on or within the Premises to announce Tenant's place of business. All exterior signage must comply with Town of Gypsum signage codes, and the size and placement of such signs shall be subject to pre-approval by Landlord. Cost of said signage and any governmental sign permits shall be the responsibility of Tenant. Tenant shall, on the expiration or earlier termination of this Lease, and at its own expense, remove all such signs permitted to be placed on the Premises and repair any damage caused by such removal.

ARTICLE 20: DEFAULTS; RIGHTS
AND REMEDIES

Section 20.1: Defaults of Tenant. The following shall constitute defaults of Tenant hereunder:

(a) failure to pay the Rent within thirty (30) days after the due date thereof or failure to appropriate funds necessary to pay Rent for a Lease Year;

(b) failure to pay any other amounts payable by Tenant under the provisions of this Lease other than the Rent for a period of sixty (60) days after the same are due and payable;

(c) failure to perform any covenant, obligation or agreement of Tenant hereunder (other than the payment of the Rent or any other amounts payable by Tenant under the provisions of this Lease) for a period of thirty (30) days after notice, except that if such performance cannot be completed within such period, Tenant shall not be in default if Tenant shall commence such performance within such period and shall thereafter prosecute the same with diligence and continuity;

(d) any transfer not permitted hereunder;

(e) Intentionally Deleted;

(f) any of the following actions taken by or against Tenant: (i) applying for the appointment of a receiver, trustee of liquidator of Tenant or of a substantial part of Tenant's assets; (ii) making a general assignment for the benefit of creditors; (iii) the voluntary filing of a petition in bankruptcy, a petition seeking reorganization under any bankruptcy or insolvency law, a petition seeking an arrangement with creditors or a petition seeking to take advantage of any insolvency law; or (iv) the involuntary filing of any of the foregoing petitions unless the same shall be discharged within sixty (60) days after the filing thereof.

(g) Any notice given by Landlord of an event of default shall specify the alleged default and the applicable provisions of this Lease and shall demand the performance required by Tenant within the applicable period of time. No such notice shall be deemed a forfeiture or termination of this Lease unless Landlord so states in the notice.

Section 20.2: Rights and Remedies of Landlord. In the event of Tenant's default hereunder, including pursuant to Section 20.1 above, and following the expiration of any notice and cure period, including but not limited to those listed in Section 20.1 (a)-(f), and without limiting any other rights of Landlord at law or in equity, Landlord shall have the following rights at Landlord's option at any time thereafter and while any such default shall continue:

(a) Landlord may terminate this Lease and all of Tenant's rights hereunder by giving written notice of Landlord's election to terminate to Tenant, which notice shall reference the prior notice delivered pursuant to Section 20.1(g) and specify the subsequent date of such termination. Upon termination of this Lease by Landlord as provided in this Section 20.2(a) or elsewhere in this Lease, all rights granted Tenant hereunder shall cease and terminate and Tenant hereby covenants to surrender peaceably and quietly to Landlord the Premises and the Improvements free

and clear of any claim whatsoever of Tenant. Tenant further agrees to execute and deliver to Landlord such instrument or instruments as shall be required by Landlord to properly evidence termination of Tenant's rights hereunder. In the event of termination of this Lease as provided in this Section 20.2(a) or elsewhere in this Lease, Tenant shall remain liable to Landlord for all the Rent and other amounts payable by Tenant under the provisions of this Lease which are accrued and unpaid as of the date of termination. (b) Landlord may, without terminating this Lease, but subject to the provisions hereinafter set forth in this Section 20.2(b), enter and take possession of the Premises and the Improvements through a suit or proceeding pursuant to the Colorado Forcible Entry and Detainer Statute using such force as is necessary to dispossess Tenant or any other occupant of the Premises and the Improvements thereof. After such reentry, Landlord may make alterations to the Premises and the Improvements in such manner as Landlord may deem desirable or advisable and may relet the Premises and the Improvements, or any part thereof, for the whole or any part of the remainder of the Term in Landlord's name or as agent of Tenant and collect the rentals arising from such reletting. Out of any rentals so collected or received, Landlord shall make the following payments in the following order of priority: (i) to Landlord for the expense and cost of repossessing the Premises and the Improvements; (ii) to Landlord for any expense sustained in securing any new tenant or tenants; (iii) to Landlord for any balance remaining on account of the liability of Tenant to Landlord for Rent or any other amounts payable by Tenant under the provisions of this Lease; and (iv) any amount remaining after the first three payments described above to Tenant. If the rentals so collected by Landlord are not sufficient to satisfy the full amount of the first three payments described above, the balance of the deficiency shall be paid by Tenant on the dates the Rent is payable hereunder. Tenant agrees to be and remain liable for any such deficiency and the liability of Tenant shall remain, whether or not there is a reletting.

(c) If Tenant shall default in making any payment required to be made by Tenant hereunder other than payments of the Rent or shall default in performing any other obligations of Tenant hereunder and such failure shall continue after lapse of the applicable notice periods, Landlord may, but shall not be obligated to, make such payment or expend such sum as may be necessary to perform such obligation. All sums so paid or expended by Landlord shall be payable by Tenant to Landlord upon demand of Landlord. No payment or expenditure under the provisions of this Section 20.2(c) shall be deemed to be a waiver of the underlying default nor shall it affect any other remedy of Landlord.

Section 20.3: No Waiver. The receipt of payment from Tenant by Landlord, with knowledge of any default of Tenant, shall not be deemed to be a waiver of any provision of this Lease. No failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or was a waiver of Landlord's remedies under this Lease or of Landlord's right to enforce the provisions hereof for any subsequent default.

Section 20.4: Landlord Default.

(a) The failure of Landlord to perform any of its duties and obligations hereunder within 14 days after receiving a written demand from Tenant shall constitute an event of default by Landlord. Failure to perform any such duty or obligation in the 14 days after receiving notice from Tenant shall *not* constitute an event of default if the performance cannot reasonably be completed

within 14 days and Landlord commences such performance within 14 days and pursues such performance diligently and in good faith.

(b) If Landlord is in default and such default continues after notice is given pursuant to Section 20.4, Tenant may terminate this Lease.

ARTICLE 21:

[INTENTIONALLY DELETED]

ARTICLE 22: GENERAL PROVISIONS

Section 22.1: Notices. Any notice required by this Agreement shall be deemed properly delivered when (i) personally delivered or emailed, or (ii) when mailed in the United States mail, first class postage prepaid, or (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the Party at their respective addresses listed below. 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.

Landlord:

Eagle County, Colorado
Attention: Office of the Eagle County Manager
500 Broadway
Post Office Box 850
Eagle, CO 81631
Telephone: 970-328-8604
Email: eagleadmin@eaglecounty.us

With a copy to:
Eagle County Attorney
500 Broadway
Post Office Box 850
Eagle, Co 81631
Telephone: 970-328-8685
Email: atty@eaglecounty.us

Tenant:

Eagle Valley Transportation Authority
Attn: Tanya Allen, Executive Director
P.O. Box 1070
Gypsum, Colorado 81637
Telephone: 970-328-3533
Email:

With a copy to:
Collins Cole Winn & Ulmer, PLLC
Attn: Kathryn Winn
165 S. Union Blvd, Suite 785
Lakewood, CO 80228
303-218-7205
Email: kwinn@cogovlaw.com

Section 22.2: Estoppel Certificates. Landlord and Tenant agree at any time and from time to time, so long as this Lease shall remain in effect, within 10 days after receipt of a written request and form of proposed certificate from the other Party, to execute, acknowledge and deliver to the other Party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); that there are no uncured defaults hereunder by either Party, if such is the fact; and otherwise specifying such defaults in detail; and the dates to which the Rent and other amounts due under this Lease have been paid, it being intended that any such statements delivered pursuant to this Section 22.2 may be relied upon by any existing or prospective Mortgagee, by any prospective Transferee, by any existing or prospective holder of a mortgage, deed of trust or other security instrument covering Landlord's interest in the Premises or this Lease or by any prospective purchaser of Landlord's interest in the Premises or this Lease. The failure to deliver such certificate within such time shall be conclusive upon the Party requested to deliver such certificate that this Lease is in full force and effect, without modification except as may be set forth in the requesting Party's proposed certificate and that there are no defaults of the requesting Party hereunder except as may be set forth in the requesting Party's proposed certificate.

Section 22.3: Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the Parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 22.4: Entire Agreement. The Lease and the Exhibits attached hereto contain the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties.

Section 22.5: Headings. The article and section headings are inserted only as a matter of convenience and shall in no way define, limit or prescribe the scope or intent of this Lease or in any way affect the interpretation hereof.

Section 22.6: Binding Effect. Subject to the provisions of Article 13, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, devisees, personal representatives, successors and assigns.

Section 22.7: Governing Law. This Lease shall in all respects be governed by and construed under the laws of the State of Colorado.

Section 22.8: No Relationship. Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any other association between the Parties other than Landlord and Tenant.

Section 22.9: Landlord's Liability. The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises and, in the event of any transfer or transfers of the title to such fee, the Landlord herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of Landlord or the then grantor at the time of such transfer in which Tenant has an interest shall be delivered to the grantee, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall be binding upon Landlord, Landlord's heirs, devisees, personal representatives, successors and assigns only during and in respect to their respective successive periods of ownership.

EXECUTED by each Party on the date set forth in the acknowledgment for each Party's signature, to be effective for all purposes as of the date first set forth above.

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

By: _____
Matt Scherr, Chair

Attest:

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

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Amy Phillips, Chair

Attest:

By: _____
Tanya Allen, Secretary

Exhibit A

Building	Description	Square Feet	Annual Gross Rate psf	Annual Amount
Interior exclusive use rentable space for lease rent calculation:				
MSC-A	Exclusive use of 2,880 square feet of office space as identified in Exhibit C	2,880	\$38.86	\$111,917
MSC-B	Exclusive use of 3,154 square feet of office space as identified in Exhibit C	3,154	\$38.86	\$122,564
MSC-C	Exclusive use of 1,235 square feet of office space as identified in Exhibit C	1,235	\$38.86	\$47,992
MSC-D	Exclusive use of 20,700 of interior industrial space as identified in Exhibit C	20,700	\$25.05	\$518,535
Total EVTA Interior Exclusive Space		27,969		\$801,008
Common and exterior space for identification only:				
MSC-A	Common space as identified in Exhibit C	2,335	Included above	
MSC-B	Common space as identified in Exhibit C	1,886	Included above	
MSC-D	Exclusive use of exterior storage and parking areas as identified in Exhibit B	34,000	Included above	
Exterior	Includes exterior common areas, driveways, and passenger vehicle parking spots through the campus as identified in Exhibit B	258,530	Included above	
Total Common and Exterior Space		296,751		
Total EVTA		324,720		

ECG Exclusive
Exterior Space

15,500 SF

8,300 SF

MSC-C

MSC-D

1,500 SF

20,700 SF

MSC-B

3,000 SF

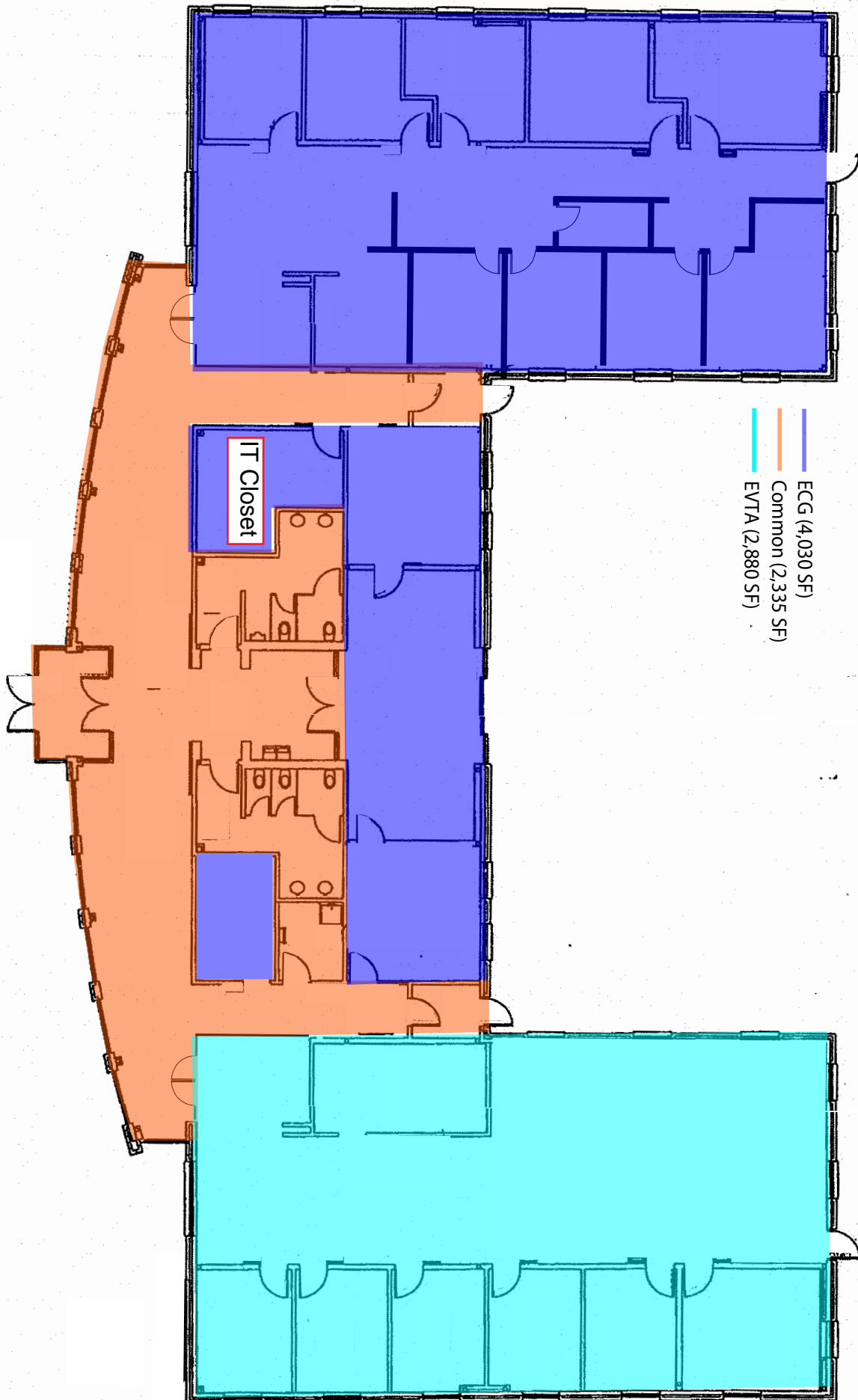
5,700 SF

MSC-A

EVTA Exterior Space

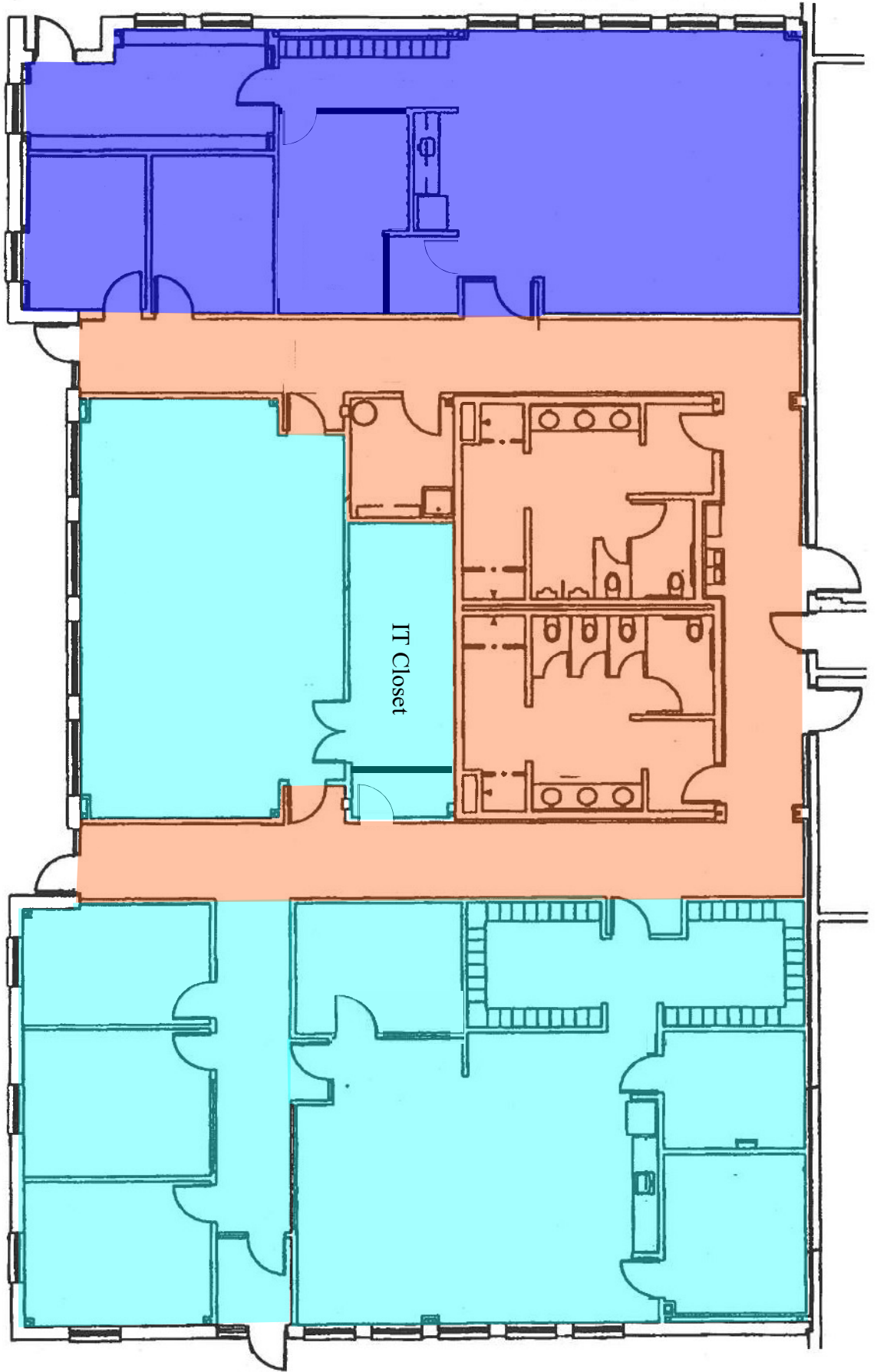


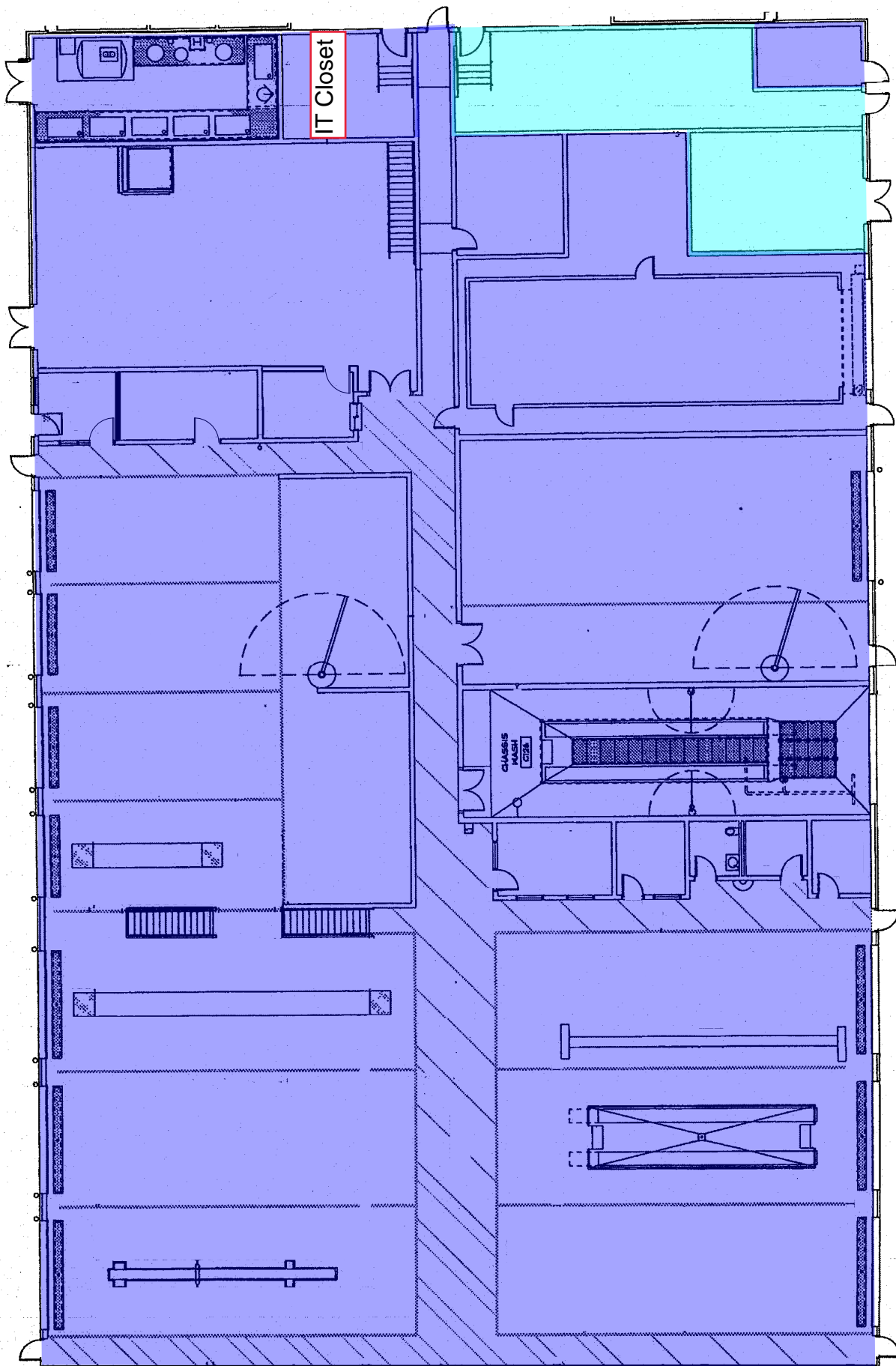
MSC-A



- ECG (1,420 SF)
- EVTA (3,154 SF)
- Common (1,886 SF)

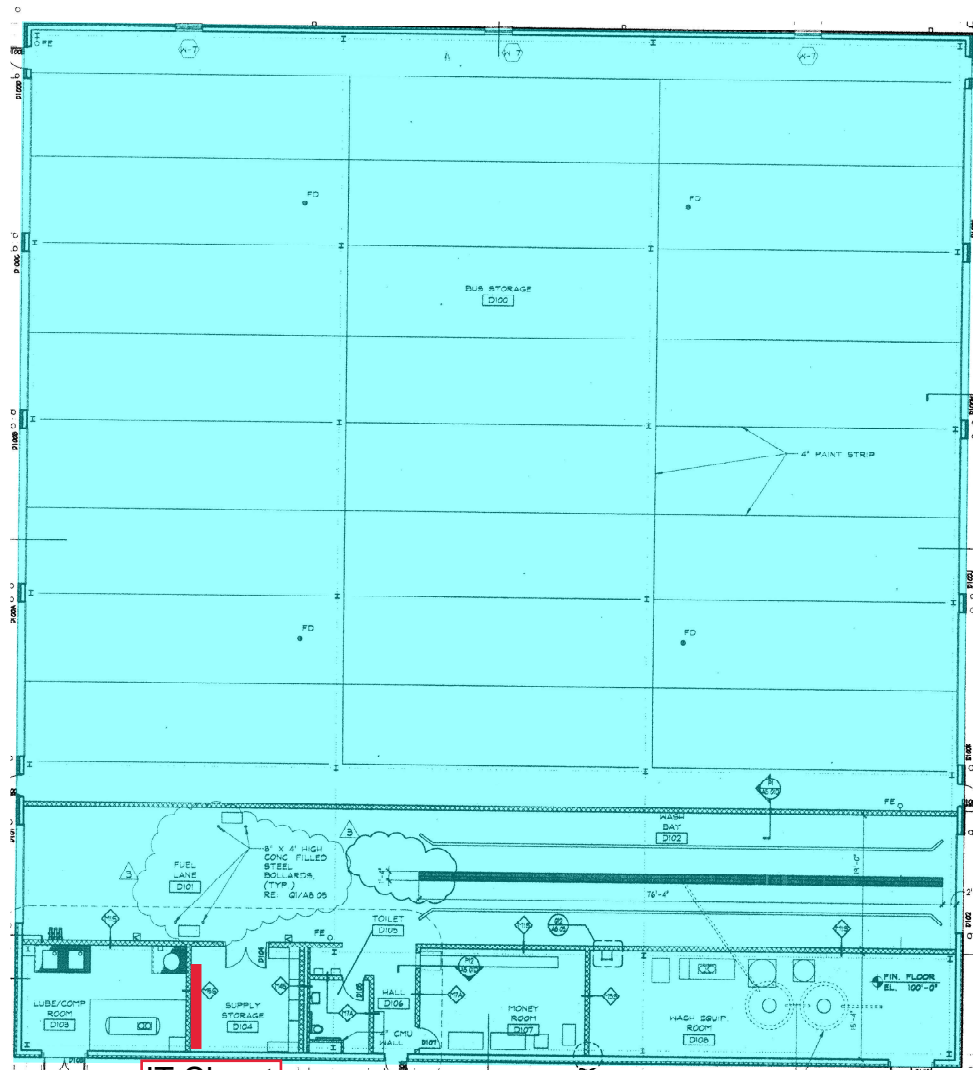
MSC-B





MSC-C

- ECG (22,680 SF)
- EVTA (1,235 SF)



IT Closet

MSC-D

EVTA (20,700 sf)

Area 1

Area 2

51
**MSC LEASE
EXHIBIT D**

To: The Eagle Valley Transportation Authority Board
From: Ursula Hayden, EVTA Director of Finance
Meeting Date: July 10th, 2024

SUBJECT: Cash Handling Policy

RECOMMENDED ACTION: Approval of the Cash Handling Policy as presented.

BACKGROUND

The Eagle Valley Transportation Authority (EVTA) Board of Directors, in accordance with its authority to establish rules and policies, has developed a Cash Handling Policy to govern the management of EVTA's cash and cash equivalents. EVTA is committed to maintaining accurate financial records and safeguarding all cash assets in alignment with the Federal Transportation Administration (FTA) Circular 4220.1F. This policy aims to ensure the safekeeping of funds, compliance with regulations, and sound financial practices.

PURPOSE AND AUTHORITY

The purpose of this policy is to establish clear guidelines and procedures for handling cash within EVTA, including cash collection, deposits, disbursements, and investments. The authority to develop and implement this policy rests with the EVTA Board of Directors.

SCOPE

This policy applies to all EVTA employees and contractors who handle cash in the course of their duties, including those involved in cash collection, deposits, disbursements, and reconciliations.

CASH HANDLING POLICY SUMMARY:

The Cash Handling Policy encompasses various aspects of cash management, including:

1. **Cash Deposits:** Procedures for promptly recording, securely storing, and depositing cash received by EVTA.
2. **Cash Disbursements:** Guidelines for authorizing and documenting cash disbursements through checks, electronic transfers, or other authorized methods.

3. **Cash and Cash Equivalents:** Requirements for maintaining sufficient cash and cash equivalents, holding them in FDIC-insured accounts, and regularly reviewing their adequacy.
4. **Investments:** Guidelines for investing excess cash in accordance with EVTA's Investment Policy.
5. **Fare Media and Change:** Procedures for handling fare media and providing change to facilitate cash transactions.
6. **Internal Controls:** Implementation of a comprehensive system of internal controls to safeguard assets, prevent fraud, and ensure accurate financial reporting.
7. **Reporting:** Requirements for providing monthly reports to the Board on the status of EVTA's cash and cash equivalents

RESPONSIBILITIES:

The policy outlines the responsibilities of the Board, Finance Director, EVTA Treasurer, and all employees in implementing and adhering to the Cash Handling Policy.

Financial Considerations: N/A

ATTACHMENTS:

1. Cash Handling Policy

EAGLE VALLEY TRANSPORTATION AUTHORITY POLICY

Policy Name:	Cash Handling Policy				
Approval Authority:	Board of Directors	Adopted:		Last Reviewed:	July 2024
Responsible Administrator:	Director of Finance	Revised:	Not Yet Revised		

PURPOSE/AUTHORITY

The Eagle Valley Transportation Authority’s (EVTA) Board of Directors (“Board”), in accordance with its authority to establish rules, policies, and directives for the Transportation Authority, has developed this Cash Handling Policy to govern the management of EVTA’s cash and cash equivalents. EVTA is committed to maintaining accurate financial records and safeguarding all cash assets in alignment with the Federal Transportation Administration (FTA) [Circular 4220.1F](#). This policy aims to ensure the safekeeping of funds, compliance with regulations, and sound financial practices.

SCOPE

This policy applies to all EVTA employees and contractors who handle cash in the course of their duties, including those involved in cash collection, deposits, disbursements, and reconciliations.

DEFINITIONS

- **Cash:** Currency, coins, checks, money orders, and balances in demand deposit accounts.
- **Cash Equivalents:** Short-term, highly liquid investments with original maturities of three months or less, readily convertible to cash, and not subject to significant risk of changes in value, such as U.S. Treasury bills or money market funds.

POLICY

1. Cash Deposits:

- All cash received by EVTA shall be promptly recorded, securely stored, and deposited in designated bank accounts within one business day of receipt.
- Deposits shall be made daily or as frequently as possible to minimize the risk of loss or theft.

- Each deposit shall be accompanied by a deposit slip or electronic record itemizing the source and amount of each deposit.
- A designated employee not involved in cash handling shall independently verify and reconcile deposit amounts against recorded receipts.

2. Cash Disbursements:

- All cash disbursements shall be made by check, electronic transfer, or other authorized methods, with proper authorization and supporting documentation.
- Checks shall require dual signatures from authorized personnel for amounts exceeding a predetermined threshold.
- Electronic transfers shall be initiated through secure systems with appropriate access controls.

3. Cash and Cash Equivalents:

- EVTA shall maintain sufficient cash and cash equivalents to meet its operational needs, obligations, and unforeseen contingencies.
- Cash and cash equivalents shall be held in FDIC-insured accounts at approved financial institutions selected based on competitive rates, financial stability, and service quality.
- The Finance Director shall regularly review and assess the adequacy of cash and cash equivalents levels and recommend adjustments to the Board as needed.

4. Investments:

- Excess cash not needed for immediate operational needs may be invested in accordance with EVTA's Investment Policy, approved by the Board.
- Investments shall be selected based on safety, liquidity, and yield, consistent with EVTA's risk tolerance and financial objectives.

5. Fare Media and Change:

- EVTA will provide appropriate fare media, such as tickets, passes, or tokens, for riders to purchase transportation services.
- EVTA will maintain an adequate supply of change, including coins and small bills, to facilitate cash transactions.
- Fare collectors and drivers will follow established procedures for handling cash, including verifying the amount received, providing accurate change, and issuing receipts or tickets as proof of payment.

6. Internal Controls:

- EVTA shall implement and maintain a comprehensive system of internal controls over cash handling, deposits, disbursements, and investments to safeguard assets, prevent fraud, and ensure accurate financial reporting.
- Internal controls shall include:

- Segregation of duties: Different individuals shall be responsible for cash handling, recordkeeping, and reconciliation to prevent collusion and errors.
- Authorization procedures: All cash transactions shall require proper authorization from designated personnel based on pre-approved limits and established procedures.
- Physical security: Cash shall be stored in secure locations with restricted access, such as locked safes or cash drawers.
- Documentation: All cash transactions shall be supported by adequate documentation, including receipts, invoices, deposit slips, and bank statements.
- Reconciliation: Bank accounts shall be reconciled monthly by a designated employee not involved in cash handling to identify and resolve discrepancies promptly.
- Surprise cash counts: Unannounced cash counts shall be conducted periodically to verify the accuracy of recorded cash balances and deter theft.

7. Reporting:

- The Finance Director shall provide monthly reports to the Board on the status of EVTA's cash and cash equivalents, including balances, transactions, investment performance, and compliance with this Cash Handling Policy and [FTA Circular 4220.1F](#).
- The reports shall highlight any significant variances, unusual activities, or potential risks related to cash management.

RESPONSIBILITIES

- **Board:** The EVTA Board is responsible for approving the Cash Handling Policy.
- **Finance Director:** The Finance Director is responsible for implementing and overseeing this policy, ensuring compliance with all relevant regulations and internal controls, and reporting to the Board.
- **EVTA Treasurer:** The EVTA Treasurer is responsible for the day-to-day management of EVTA's cash and cash equivalents, including initiating and approving transactions, reconciling bank statements, and ensuring compliance with this policy.
- **All Employees:** All employees are responsible for adhering to this policy and following proper cash handling procedures.

REVIEW AND UPDATES

This Cash Handling Policy shall be reviewed annually by the Finance Director and the Board, and updated as necessary to reflect changes in regulations, best practices, or EVTA's financial needs.

To: The Eagle Valley Transportation Authority Board

From: Ursula Hayden, EVTA Director of Finance

Meeting Date: July 10th, 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:

Feature	Tyler Technologies (ERP PRO)	MIP Fund Accounting	Microsoft Dynamics 365
Cost (Software - Year 1)	\$29,914	\$50,508	Not applicable
Cost (Implementation)	\$50,400	\$36,000	\$87,710 (estimated)
Data Hosting	SaaS (Included)	On-Premises	Not applicable
Total Cost (Year 1)	\$80,314	\$86,508	\$87,710 (estimated)
Compliance	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.

While the provided contract is still under legal review by both EVTA and Tyler Technologies, we are confident in finalizing an agreement that satisfies both parties. We are currently working through the proposed revisions to the contract and will present a finalized version for your approval upon completion of the legal review process.

ATTACHMENTS:

1. Tyler Technologies ERP PRO Sales Quotation
2. Tyler Technologies ERP PRO Scope of Work
3. Tyler Technologies ERP PRO Software as a Service Agreement (Under legal review)



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
ERP Pro			
ERP Pro 10 Financial Management Suite			
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
Tyler One			
Identity			
Identity Workforce Advanced [5]	\$ 30	\$ 0	\$ 30
Data & Insights			
Finance Insights	\$ 9,000	\$ 450	\$ 8,550
Content Manager Suite			
Content Manager Core	\$ 5,466	\$ 273	\$ 5,193

TOTAL: **\$ 39,986** **\$ 1,997** **\$ 37,989**

Term # of Years: **3**

Tyler Annual Services			
Description	List Price	Discount	Annual
ERP Pro			
Other Services			
Tyler University	\$ 500	\$ 25	\$ 475
TOTAL:	\$ 500	\$ 25	\$ 475

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	220	\$ 31,900
Data Conversion Services		\$ 10,750
Project Management	1	\$ 1,950
Data & Insights		
Professional Services	28	\$ 4,060
Content Manager Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 54,460

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

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.

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.

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.

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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.

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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 to see how Tyler Technologies can help streamline your organization's AP process.

For more information visit tylertech.com

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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

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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

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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.

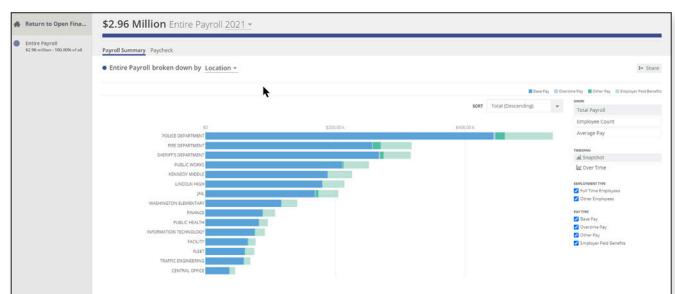
Tyler's team will work with you to translate your complex chart of account structure into visualizations that are easy to navigate and understand. Finance Insights puts information at your fingertips while reducing your IT and hardware burdens — making an immediate impact on your open data initiatives.



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
5519 53rd St., Lubbock, TX 79414

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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

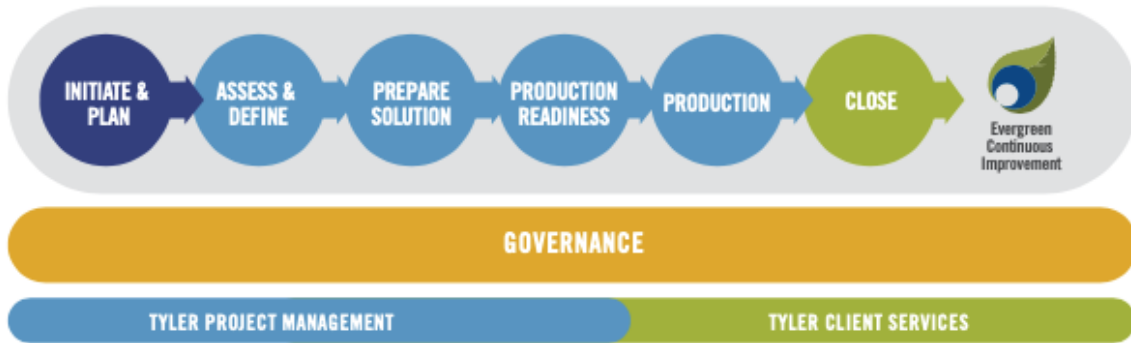
1.3 Methodology

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.



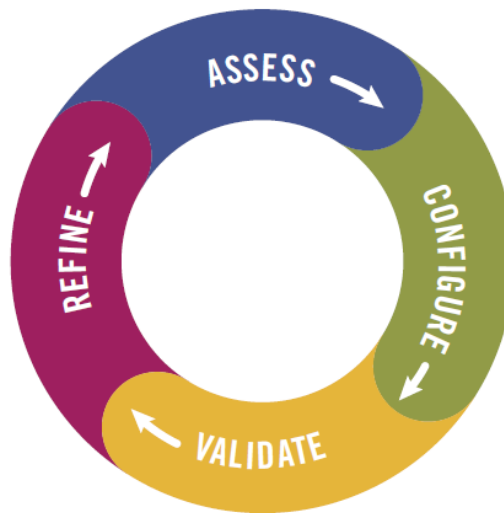
Tyler's Six Stage Project Methodology



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

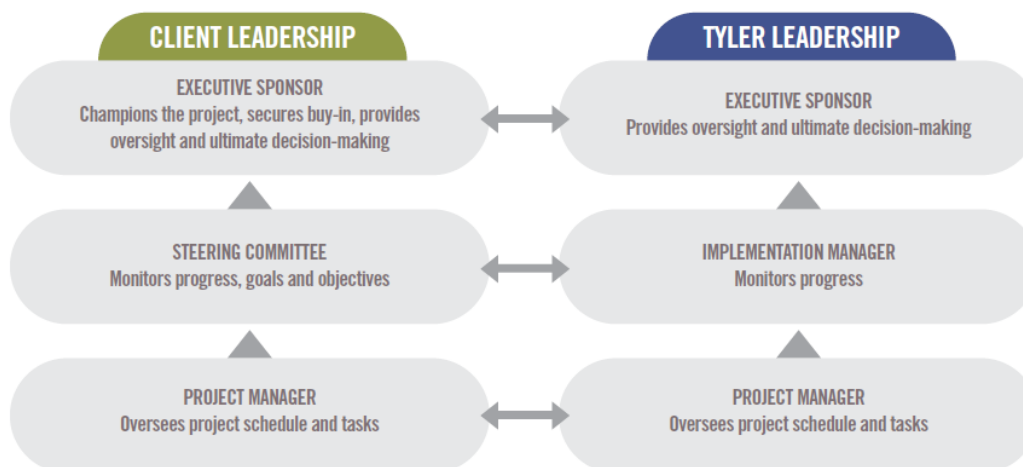
2. Project Governance

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.

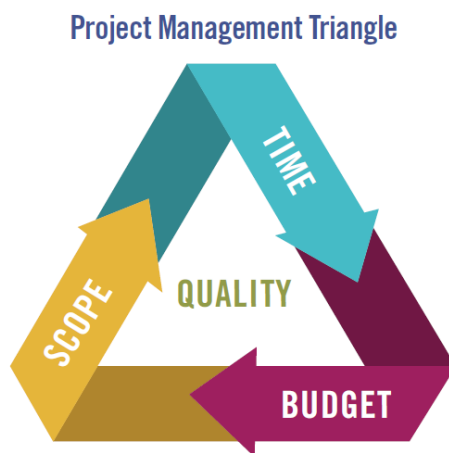
Project Governance Relationships



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

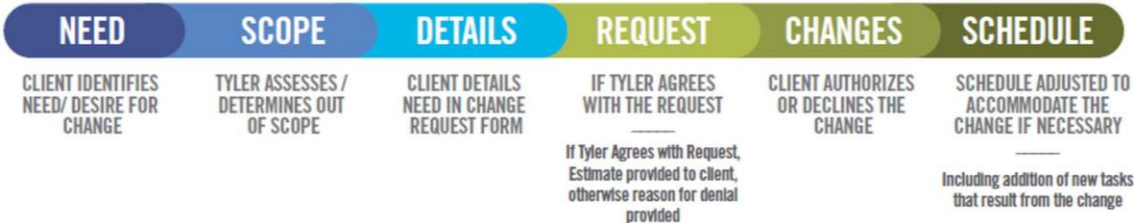


Transportation Authority may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- 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.

STAGE 1	Project/Phase 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 (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
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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> 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
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
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Outputs / Deliverables	Data Conversion Plan built/updated	Eagle Valley Transportation Authority Acceptance of Data Conversion Plan, if Applicable
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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)	

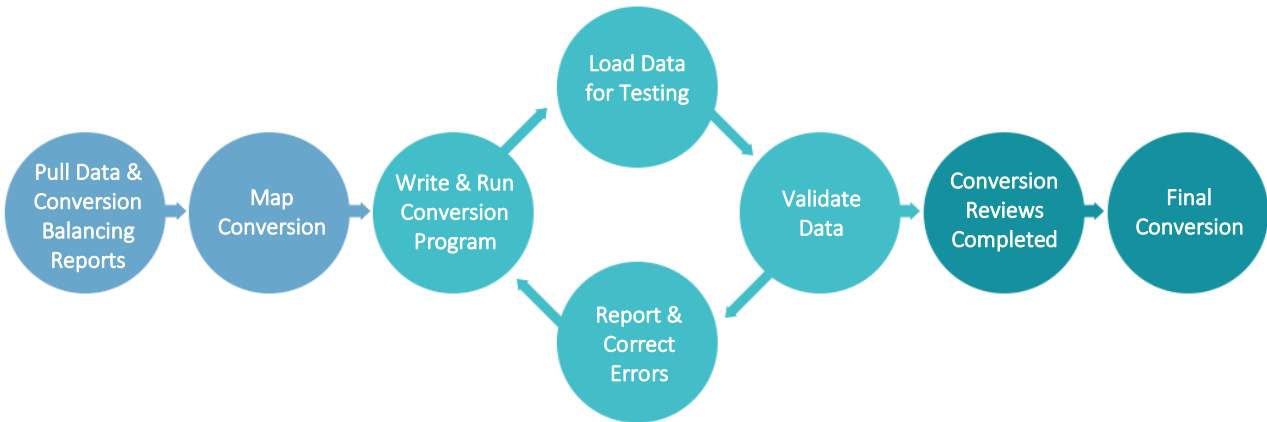
Work package assumptions:

- 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		Acceptance Criteria [only] for Deliverables
	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.

STAGE 4	Go-Live Readiness
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	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		Acceptance Criteria [only] for Deliverables
	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.

STAGE 5	Go-Live	
	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		Acceptance Criteria [only] for Deliverables
	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
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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
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	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]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	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.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	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].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	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.
Data Mapping [where applicable]	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.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	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]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	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.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	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.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	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).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



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



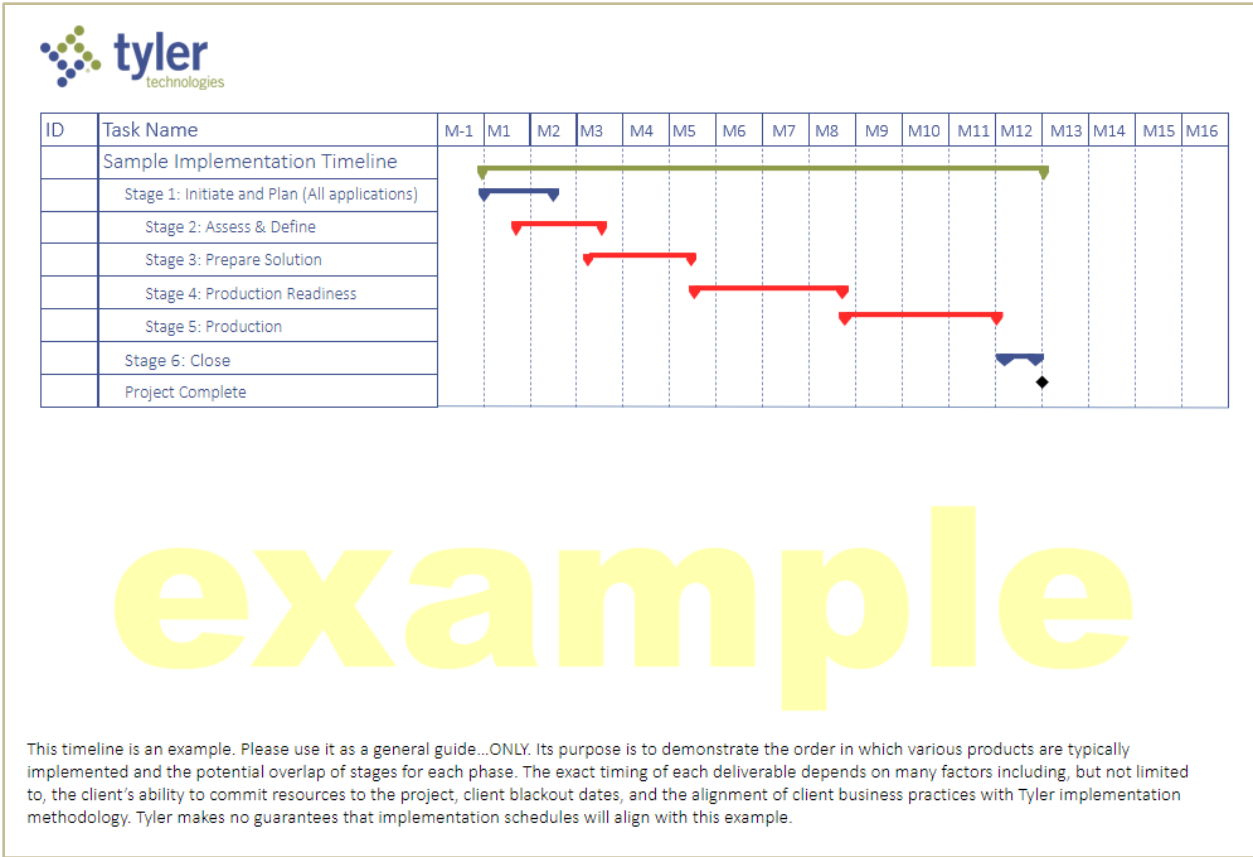
10. Additional Appendices

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: 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 – July 10 2024

Meeting Date: 7/10/2024

PEOPLE & CULTURE REPORT

Wages & Pay

After thorough analysis and with valuable input, we have reached a decision to proceed with the implementation of a new range structure for employees effective August 4th. This transition entails moving employees to the closest step above their current placement within the ECO framework, resulting in an approximate 1-5% increase for many individuals.

By adopting this approach, we can ensure that all employees align with our new minimum, provide a modest salary boost upon integration into the EVTA, and promptly initiate the utilization of the approved new structure. This can be accomplished within the originally proposed salary budget presented to the board during the April Board meeting when the pay grades were introduced.

There may be forthcoming budget requests as we finalize precise staff costs (including work comp (based on a percent of wages), employee benefits selection, etc.), these will be incorporated into future financial projections. Furthermore, it has been identified that certain positions may remain unfilled for the year based on our operational needs.

Employee Handbook Update

The employee handbook is currently undergoing a thorough review by the attorney's office. Once this review is complete, the revised handbook will be returned to the EVTA team for further assessment. Subsequently, we will engage the personnel committee to

gather their final input before finalizing the handbook and presenting it to the board at the last meeting in July.

Throughout this process, we have been diligently collecting best practices from local agencies and engaging in discussions with both leadership and staff members. Our goal is to craft a comprehensive handbook that not only safeguards the EVTA legally but also provides clear guidance to employees and management while aligning with our organizational culture.

Following board approval, employees will be required to acknowledge receipt by signing the handbook on their first day of work.

In preparation for the handbook rollout, training sessions are planned for supervisors, managers, and all staff in August. These sessions aim to ensure that everyone possesses a solid understanding of the expectations outlined in the handbook and the proper procedures for reporting any concerns.

Onboarding & Pre-Employment Update

Starting July 3rd, approximately 86 employees in phase 3 from ECO will begin to receive offer letters from the EVTA. These offer letters will contain instructions for the employees to proceed with crucial pre-employment steps, including signing up for a mandatory FTA drug screen and completing necessary background checks. Additionally, they will be invited to attend an orientation session where they will finalize all employment-related paperwork and be warmly welcomed by the EVTA team!

The dedicated People & Culture team has been diligently working on establishing an efficient online electronic paperwork process in our HRIS system to facilitate consistent tracking and streamline processes for employees. The initial feedback from employees regarding this new system has been overwhelmingly positive, with expressions of appreciation and excitement noted during sign-ups.

This seamless onboarding process underscores our commitment to ensuring a smooth transition for incoming employees while emphasizing the importance of a welcoming and organized introduction to the EVTA core team.

EVTA Leadership Team Hiring Update

As we near the completion of phase 1 & 2 of our hiring process for the EVTA leadership team, significant progress has been made. We are thrilled to announce that an offer for

the Planning and Development Manager position has been accepted. Currently, we are eagerly anticipating acceptance from the candidates for the Operations Manager and Fleet Asset Supervisor roles.

Moreover, final interviews are in progress for the Safety & Training Supervisor position, marking another crucial step towards solidifying our leadership team.

Please welcome David Snyder as our new Director of Transportation, commencing on July 8th. David emerged as the top choice from a competitive pool of 52 candidates, showcasing a wealth of knowledge in transportation and leadership that will undoubtedly enhance the EVTA team. David's arrival signifies a pivotal moment in our journey as we continue to assemble a talented and diverse leadership team dedicated to driving the EVTA forward with excellence and innovation.

Employee Benefits Update

Effective July 1st, 9 current EVTA employees have been successfully enrolled in comprehensive benefit packages. This includes health insurance coverage through CEBT, as well as enrollment in retirement plans and full coverage for life insurance, short-term disability (STD), and long-term disability (LTD) benefits.

This significant milestone marks a pivotal moment for the EVTA, underscoring our commitment to providing robust and essential benefits to support our valued team. These preparations are vital in ensuring that all systems are in place and functioning seamlessly before we onboard the remaining 86 staff members on August 4th.

Employee Communication

Over the past two weeks, the People & Culture team has worked diligently to ensure a smooth onboarding process for our employees. Here are some key highlights of their efforts:

- **Onboarding Schedule and Sign-Up:** A comprehensive onboarding schedule and sign-up sheet have been created and distributed to all employees.
- **Open Office Hours:** Our People & Culture generalists have been hosting open office hours to address any questions or concerns.
- **Meetings with Supervisors and Dispatchers:** They have also attended meetings with ECO supervisors and dispatchers to provide essential information.

- **Bilingual Support:** Our bilingual generalists have been conducting one-on-one sessions in both English and Spanish to ensure that all employees are well-informed and prepared for the transition.

These initiatives are part of our commitment to supporting our team during this important phase.

FINANCE REPORT

Sales Tax Returns

The Colorado Department of Revenue has not yet released the official sales tax data for the June filing period (month earned in May). As a result, the May 2024 sales tax revenue figure of \$650,289 is an estimate based on the collections earned from May 2023.

Note: This figure represents an estimate. We will update the finance report with the official sales tax amounts as soon as the Colorado Department of Revenue releases them.

Filing Period	Month Earned	2024
February	January	1,472,488
March	February	1,530,856
April	March	1,615,388
May	April	654,318
June	May*	650,289
TOTAL		5,923,338

**Estimated Amount based on 2023 Sales Tax Amount*

2024 Budget	\$Difference vs. Budget	YTD % of Budget
\$12,750,955	\$(6,827,619)	46.5%

Enterprise Resource Planning (ERP) Software Implementation:

Following the June 12th board meeting, we are pleased to report that the ERP implementation project continues to move forward.

Contract Finalization:

Since our last update, the legal teams from EVTA and Tyler Technologies have been working diligently to finalize the details of the contract. The contract will be presented to the board for final approval and signature.

Next Steps:

Once the contract is signed, we will begin the implementation phase of the project. We will provide regular progress updates to the board.

We are confident that the implementation of ERP Pro will be a success and will bring significant benefits to our organization. Thank you for your continued support of this important project.

Budget Forecast (June 2024):

The EVTA continues to refine its 2024 budget forecast, incorporating new developments and data.

Key Updates:

1. **Clever Devices:** The resolution approved on June 12, 2024, confirmed the year-one cost of \$175,080 for Clever Devices, including the initial setup and two quarters of hosting. This has been reflected in the 2024 forecast.
2. **Fare Revenue:** As expected, the fare-free program has reduced fare revenue. This new data has been incorporated into our projections and will be shared with the board in upcoming meetings.
3. **Insurance:** The board approved Resolution 2024-09 on June 12, 2024, to join the Colorado Special Districts Pool. The current quote from the CSD Pool is \$187,412 for the period from June 15, 2024, to December 31, 2024, and has been included in the forecast. We are working with our insurance broker to finalize workers' compensation rates and will present this information in the upcoming board meetings.
4. **ECO Transit Budget:** We are actively analyzing the ECO Transit budget to ensure seamless integration with EVTA's budget structure.

Financial Outlook:

- **Revenue:** Overall revenue is projected to be slightly higher than the adopted budget, with EVTA Sales Taxes and ECO Transit Sales Tax Transfers meeting expectations. Fare revenue is expected to decrease due to the fare-free program. While this expectation was incorporated into our original budget assumptions, we will recalibrate it based on actual data since the implementation of the broader fare-free zone.
- **Expenses:** The forecast includes retirement plan costs, increased personnel to meet demand and essential technology and security investments. We are in the process of incorporating updated figures for health insurance, workers' compensation, and adjusted wage projections.
- **Compensation Adjustments:** As communicated by the Director of People and Culture, the transition of ECO Transit employees to the EVTA compensation framework is underway. This may result in an approximate 1-5% increase for many employees, which will be reflected in the updated forecast.
- **Additional Information:** A detailed analysis of the ECO Transit budget and finalized insurance figures will be incorporated into future updates.

While the fare-free program will impact certain revenue streams, EVTA's strong sales tax base provides stability. We remain committed to incorporating necessary adjustments and investments to ensure a sustainable and effective transportation system.

MARKETING & COMMUNICATIONS REPORT

Following our internal brand reveal, we are excited to announce the public launch of our new brand on Tuesday, July 16th. The team is diligently preparing various strategies for this launch, which marks a new era for regional transportation. Our marketing campaigns will include printed and digital assets placed throughout the Valley, strategic radio advertising, targeted email and SMS campaigns, and brand showcases at key events around the county.

In addition, we are working with ECO's fleet asset supervisor to update the bus wraps with new designs. Signature Signs, a local company in Eagle, has been selected after an extensive search for quotes to handle this project. The current bus decals are being removed to make way for the new designs.

Our IT team is working on changing domains and redirecting our page to the new organization's name. The evta.org website will be updated on July 16th and will feature

content that better represents the new brand. Additionally, we are updating the interface of our mobile apps to align with the new brand's look and feel, ensuring a consistent user experience across all platforms.

As for social media, we have separated our two pages for ECO Transit and EVTA to provide targeted content in English and Spanish. This strategy aims to enhance communication and interaction with our riders, making us more welcoming and approachable.

The finalized branding standard guide, developed by Hyfyve and the EVTA team, will be delivered to us in the next few days. This guide will help us finalize everything we need for the launch and assist staff in becoming familiar with our new brand.

We are extremely proud of this new brand and what it represents for the future of EVTA. We are excited about these developments and look forward to sharing our new brand with the public.

INNOVATION & IT REPORT

Our network gear was ordered and has been received. Managed Service Provider Istonish will have network engineers onsite to install the hardware that will provide a network connection to our staff. Comcast construction is complete, and hardware is scheduled for installation.

Laptops for all EVTA positions have been ordered. These devices will be shipped directly to Istonish to be setup. Laptops will be available to staff members at the beginning of August. We are currently preparing for training sessions to help transition staff from Google to Microsoft, help move data from Google, and security awareness. This week I have set up a laptop, email, phone, and other technology for our 10th employee!

I continue to plan our technology transfer to EVTA. This process has been challenging and exciting at the same time. While all our technology will not be independent of Eagle County resources by August 4th, we get closer every week. This week we moved another key system away from the Eagle County network.

DEPUTY DIRECTOR REPORT

Finalist interviews with Director of Finance candidates were completed July 1-3. Staff are pleased with the talent level and quantity of candidates with over 20 applicants for the position.

Staff are working with our insurance broker to complete the process of effectively binding our newly approved Property & Liability Insurance. The goal is to have an effective date of July 1 for the majority of our coverage and complete the asset portion once our rolling stock is legally transferred from ECG to EVTA later in July.

As a follow up from the June 26th board meeting. The CSD pool has agreed to provide the Abuse and Molestation coverage with no additional premium. The coverage is subject to a limit of \$1,000,0000 annual Aggregate for each Named Member and a \$5,000,000 annual aggregate for All Named Members.

Staff have scheduled multiple meetings with ECG to discuss the financial IGAs necessary after August 4th. The goal is to present the IGAs to the EVTA board at the July 24th virtual meeting.

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"> ◆ Finalizing Operations Manager and Planning and Development Manager positions ◆ Health care active as of July 1 ◆ ERP contract approval ◆ MSP implementation ◆ Binding property and liability insurance coverage ◆ EVTA new employee orientations 	<ul style="list-style-type: none"> ◆ ERP implementation ◆ Share point buildout
2. Take action on transportation improvements	<ul style="list-style-type: none"> ◆ Additional bus refurbishment contracts ◆ Transdev facility buildout 	<ul style="list-style-type: none"> ◆ Receive leased buses to support summer service ◆ Return of 2 refurbished buses
3. Plan for the region's transportation future	<ul style="list-style-type: none"> ◆ Board Kickoff 7/10 ◆ Recurring TAC meetings 	<ul style="list-style-type: none"> ◆ Stakeholder outreach ◆ Existing conditions analysis
4. Transition ECO Transit's operations	<ul style="list-style-type: none"> ◆ Facility lease execution ◆ Phase 2 and Phase 3 job offers ◆ Finalizing required CDOT policies (ADA, Title VI, EEO, etc.) ◆ Finalizing Employee Handbook ◆ Transition of assets and employees on track for 8/4. 	<ul style="list-style-type: none"> ◆ Trailing transition items (real estate agreements, easements)

Ten-Year Plan

The first Technical Advisory Committee (TAC) meeting took place on 7/1. The TAC will meet monthly to receive status updates and provide feedback to the Project Management Team. The Outreach Plan is being finalized and will include input from the TAC and the board following today's meeting.

Other Activities

We are continuing with our semiannual community updates. We presented to the Climate Action Collaborative Stakeholders on 6/24 and the Town of Red Cliff on 7/2. Our upcoming Road Show dates include:

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 continue to schedule additional dates and are open to all requests.

Planned Future Topics

July 24:

- Final Transition IGAs with Eagle County
- Title VI, ADA, and Drug and Alcohol Policy Adoption
- Employee Handbook

August:

- Quarterly Budget Forecast Update
- 2025 Budget Planning

September:

- 2025 Budget Planning

ECO Transit Operations Update

July 2024

ECO Transit Update - Ridership

Total System Ridership

14.1% increase vs. same month in 2023
12.4% increase YTD over 2023

ECO Transit Update - Ridership

Ridership Second Quarter

• April – June (2023)	198,484
• April – June (2024)	220,511

9.9% increase vs. second quarter in 2023

ECO Transit Update June - Routes

- Total Trips Completed (direct operation):

4,680

- Trips Completed (contract):

1,170

- Missed Contract Trips filled by ECO Transit:

42 out of 45

As of July 8, we will be moving some of SP+ service hours to ECO

- Net Service Missed

8/5,850, .001% of total trips (3 contract/5 ECO)

ECO Transit Update – Drivers

Directly Operated Service

- Minimum required number of Drivers 55
- Current number of drivers
 - Full time Drivers 33
 - Part time Drivers 3 -FTE
 - Seasonal Drivers 19
 - Drivers available/Drivers needed 52/55 - 95% percent staffed
 - Drivers in training 4

Contract Service SP+

- Minimum required number of Drivers 6
 - Number of operators 5
 - Drivers in training 1

ECO Transit Update – Accident Report

Accident Type	1st Quarter 2024	1st Quarter 2023
<i>Preventable</i>	15	7
<i>Non Preventable</i>	0	4
Total	15	11
Mileage	490,382	492,917
Accident Frequency Rate*	3.06	2.23
Accident Type	2nd Quarter 2024	2nd Quarter 2023
<i>Preventable</i>	5	1
<i>Non Preventable</i>	4	2
Total	9	3
Mileage	451,605	352,889
Accident Frequency Rate*	1.99	0.85

ECO Transit Update – Operator and Systems Update

Enhanced Work-Life Balance for Operators

- Updated scheduling process to support better life/work balance for Operators while maintaining efficiencies
- Included two Operators in the planning and building of work schedules

Next Steps for Transit Service

- 15 minutes service and all (mostly) fare free systems next step – coordination of transit services

Fleet Report
Jessie Cooper, Fleet Asset Supervisor

Type of bus	Average Fleet in service (past 90 days)	Average Fleet out of Service (past 90 days)Excluding Refurbs.
Gillig (Diesel)	22	10
Proterra (Electric)	0	3
Medium Duty/Multi Use	3	3
Para/Multi use	3	3

Average Buses Down by Quarterly Comparison			~Miles Driven
2nd Quarter of Year	In Service	Out of Service	
2023	55%	45%	377,161
2024	51%	49%	451,605

Percentage of Fleet			Average days down
Proterra (Electric)	3 of 51	6%	N/A
Gillig (Diesel)	37 of 51	73%	9
Medium Duty/Multi Use	6 of 51	11%	13
Light duty/ ParaTransit	5 of 51	10%	12

Factors Contributing to Vehicle downtime:

- Our PM performance has declined, multiple factors including, 1 bus still out for severe body damage, and PMC season is in full swing. A PMC takes at least 25 hours if no defects are found and up to 80 hours if several issues are found.
- Both EC and TOA shop work loads have not allowed techs to break away from harder tasks to perform PM's in a timely manner.
- Our Buses per bay as well as Buses per Tech continue to limit turnaround times and on time PM compliance.
- Eagle County's shop continues to average 2.25 techs per day. EC fleet is currently short 3 techs with no minimally qualified applicants on a posting that has been up over 290 days. The tech to bus ratio at EC is 10.2 buses per tech. Similar transit agencies average 6-8 buses per tech.
- Eagle County has 4 bays and 1 shared pit. That's a ratio of 12.75 buses per bay. Typically you would see 8 buses per bay.

Recent Wins:

- The Wash Crew has welcomed a new full time year round employee allowing me to release one temp worker.
- The wash crew has kept the barn looking cleaner than it has been in the last several years.
- Eagle County continues to increase their parts inventory, which has decreased some of the longer down times we were experiencing Q2 in 2023. A big improvement is that if a bus is being worked on at a different vendor and either shop doesn't have a particular part, EC has been ordering that part for their stock to prevent that down time from happening again.
- 3 of the 7 needed engine overhauls have been completed, 1 in progress and 1 unexpected gear housing/seal have been replaced so far this summer
- EC shop techs have been coming in for OT as others are on vacation
- The ECO brand is being removed from the buses. The Temp crew for that is making great progress.

Fare Sales - 2024 2nd Quarter				
		2024	2023	2022
April	Pass Revenue	\$27,799.00	\$80,662.25	\$40,630.00
	Farebox	\$17,875.05	\$157,488.42	\$49,533.26
	Total	\$45,674.05	\$238,150.67	\$90,163.26
May	Pass Revenue	\$1,771.00	\$36,649.25	\$58,617.65
	Farebox	\$23,785.82	\$78,676.40	\$31,161.05
	Total	\$25,556.82	\$115,325.65	\$89,778.70
June	Pass Revenue	\$1,351.00	\$69,504.00	\$47,926.75
	Farebox	\$0.00	\$50,389.17	\$40,916.35
	Total	\$1,351.00	\$119,893.17	\$88,843.10
Mobile Fares 2nd Quarter		\$29,215.28	\$129,787.47	-
 				
2nd Quarter	Pass Revenue	\$30,921.00	\$186,815.50	\$147,174.40
	Farebox	\$41,660.87	\$286,553.99	\$121,610.66
	Mobile Fares	\$29,215.28	\$129,787.47	-
	Total	\$101,797.15	\$603,156.96	\$268,785.06
 				
YTD	Pass Revenue	\$225,038.95	\$608,948.50	\$521,354.90
	Farebox	\$285,525.15	\$515,586.42	\$394,904.01
	Mobile Fares	\$231,190.86	\$213,511.95	-
	Total	\$741,754.96	\$1,338,046.87	\$916,258.91