



NOTICE IS HEREBY GIVEN that a special meeting of the Board of Directors of the Eagle Valley Transportation Authority, Eagle County, Colorado, has been scheduled to take place **virtually** (no in-person option) on Wednesday, July 24, 2024, beginning at 1:00 p.m.
The agenda for the meeting follows.

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

BUSINESS MEETING AGENDA

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

BUSINESS

5. Business – 1:10pm
 - a. Resolution 2024-10, Core Transit DBA Resolution**
Staff have worked with EVTA's counsel to draft a resolution

for the Authority to operate under the name 'Core Transit'.

b. Resolution 2024-11, A Resolution Authorizing the Executive Director to Execute Agreements Relating to the ECO Transit to Core Transit Transition

Tanya Allen will present Resolution 2024-11, which would allow the Executive Director to execute specific agreements critical to the transition of operations, such as easements and licenses related to transit operations currently held by Eagle County.

c. Amended and Restated Vehicle and Equipment Maintenance Agreement with Eagle County

Tanya Allen will present recommended amendments to the board for review and approval.

d. Transition Day Events

Tanya Allen will seek the board's input regarding the best way to officially mark the ECO to Core Transit transition day.

e. Other business

f. Executive Session pursuant to C.R.S. 24-6-402(4)(b) and 4(e) to determine positions relative to matters that may be subject to negotiation, developing strategies for negotiations and instructing negotiators, and for a conference with general counsel to receive legal advice on specific legal questions, related to the transfer of ECO Transit tax from Eagle County and a possible Finance IGA with Eagle County.

ADJOURNMENT

6. Adjournment – 2:00pm

The next special meeting of the EVTA Board will be held Thursday, August 1, 2024, at 12:00pm, virtual via Microsoft Teams.

YOUR BOARD MEMBERSHIP

EVTA Board



To: The Core Transit Board

From: Tanya Allen, Core Transit Executive Director

Meeting Date: 07/24/2024

SUBJECT: Resolution 2024-10 – EVTA DBA Core Transit

RECOMMENDED ACTIONS: Approve resolution 2024-10 authorizing the Eagle Valley Transportation Authority to do business under our trade name 'Core Transit.'

BACKGROUND:

Since January 2024 EVTA staff and board have been working to create a new brand that would create a welcoming and inclusive environment as EVTA merges with ECO Transit. The branding project encompassed over 20 deliverables including, but not limited to: core values, brand promises, mission, vision, elevator pitch, name exploration, tagline and headline creation, logo design, color kit, font kit, bilingual key messaging platform and more.

Throughout the brand development process a creative review team comprised of three staff members and two EVTA board members met weekly to provide review, provide feedback and approve deliverables to ensure the needs of EVTA were being met.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

1. Resolution 2024-10

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024-10

**RESOLUTION AUTHORIZING THE EAGLE VALLEY TRANSPORTATION
AUTHORITY TO DO BUSINESS UNDER THE
TRADE NAME “CORE TRANSIT”**

WHEREAS, the Eagle Valley Transportation Authority (“Authority”) is a regional transportation authority organized to serve the greater Eagle River Valley community pursuant to Title 43, Article 4, Part 6 Colorado Revised Statutes; and

WHEREAS, following marketing and research efforts, the Authority has developed the name “Core Transit” and desires to conduct business under such name;

WHEREAS, the Board of Directors hereby finds and determines that operating with the trade name “Core Transit” is appropriate and necessary to the function and operation of the Authority.

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

1. The Authority is authorized to use the trade name “Core Transit.”
2. All action of staff and counsel for the Authority to register the trade name “Core Transit” with the Colorado Secretary of State is hereby ratified.
3. If any part, section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

APPROVED by the Board of Directors of the Eagle Valley Transit Authority at its regular meeting convened on _____, 2024, by a vote of _____ in favor, and _____ opposed.

**EAGLE VALLEY TRANSPORTATION
AUTHORITY**

By _____
Amy Phillips, Chair

ATTEST:

Tanya Allen Secretary



To: The Core Transit Board

From: Tanya Allen, Core Transit Executive Director

Meeting Date: 07/24/2024

SUBJECT: Authorizing Core Transit Executive Director to Sign Transition Documents

RECOMMENDED ACTIONS: Approve Resolution 2024-11, A Resolution Authorizing the Executive Director to Execute Agreements Relating to the ECO Transit to Core Transit Transition.

BACKGROUND:

Eagle County maintains a number of transit-specific licenses and easements that support ECO Transit operations. In addition, rolling stock and other assets, including several properties, are expected to convey to Core Transit as part of the transition. These items are considered critical to maintaining continuity of transit operations during the transition period. In most cases, a shared intent regarding these licenses, easements, and assets was outlined in the Transition Framework Agreement.

Due to the volume of these agreements and the need to have them executed quickly to ensure operational continuity, we are proposing that the Executive Director be authorized to execute certain categories of transition documents. Agreements that may fall into this category include the Bill of Sale accepting the transfer of vehicles, master leases for properties that currently house ECO Transit employees, and easements/maintenance agreements for existing bus shelters.

Several agreements related to existing bus shelters that are ready for signature are provided for review and consideration.



FINANCIAL CONSIDERATIONS:

The primary assumption underlying this request is that 1) these easements, agreements, and/or assets are critical to maintaining continuity of operations; 2) transfers of easements, agreements, and /or assets included this definition have already been anticipated as part of the transfer of operations; and 3) expected costs, where relevant, have been included in the 2024 budget.

ATTACHMENTS:

1. Resolution 2024-11, A Resolution Authorizing the Executive Director to Execute Agreements Relating to the ECO Transit to Core Transit Transition.
2. Assignment of the Dotsero Bus Shelter Easement.
3. Assignment of the Avon (Walmart) Bus Shelter.
4. Assignment of the Avon (Mall) Bus Shelter.

EAGLE VALLEY TRANSPORTATION AUTHORITY

RESOLUTION NO. 2024-11

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS RELATING TO THE ECO TRANSIT TO CORE TRANSIT TRANSITION.

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

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

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

WHEREAS, on or before August 4, 2024 the Authority shall commence operations as Core Transit; and

WHEREAS, prior to commencing operations as Core Transit, the Authority must execute multiple agreements by and between Eagle County and the Authority and other parties and the Authority to transfer assets, easements, leases, licenses and other property related to the ECO-Transit and to enter leases, contracts and other agreements related to the Authority operations (collectively the “Transition Agreements”); and

WHEREAS, the Board hereby finds and determines that in order to effectively manage the commencement of Core Transit operation without interruption of mass transit services, the Board hereby authorizes the Executive Director to execute the Transition Agreements.

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

1. Incorporation of Recitals and Single Source. The recitals set forth above are incorporated and resolved as if set forth in this section in full.
2. Authority to Execute Documents. The Executive Director is hereby authorized to execute, on behalf of the Authority, the Transition Agreements. All prior actions taken by the Executive Director to execute Transition Agreements, if any, are hereby ratified, approved and confirmed by the Board.
3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

ADOPTED this __th day of July, 2024.

EAGLE VALLEY TRANSPORTATION
AUTHORITY

Amy Phillips, Board Chair

ATTEST:

Tanya Allen, Secretary

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
REGARDING THE EASEMENT FOR
A BUS STOP AND IMPROVEMENTS
AT THE DOTSERO MOBILE HOME PARK**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“Assignment Agreement”) made by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (“**County**”), the Eagle Valley Transportation Authority, a body corporate and politic (“**EVTA**”), and Dot MHP, LLC (“**Owner**”), each of which may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**” The effective date of this Assignment Agreement is August 4, 2024.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority is a department of the County that has historically provided public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, pursuant to an Easement Agreement dated February 13, 2018, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Easement Agreement**”), the County built certain bus stop improvements on Owner’s property (the “**Bus Stop**”) and has the right to enter and access the Easement Area via pedestrian or vehicular means for mass transportation purposes, including maintenance, management and perpetual use of the Bus Stop and related improvements, including the placement of shelter improvements, signs, installation of transit related amenities such as trash cans, bus schedule holders, benches, and bike racks.

WHEREAS, in November 2022, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval of voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “**EVTA IGA**”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will assume all responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “**Transition Plan**”); and

WHEREAS, the Transition Plan includes the transfer of equipment and operations from the County to EVTA, and aims to ensure continuity of service for Eagle County residents and visitors; and

WHEREAS, the County wishes to assign, and EVTA wishes to assume, the County’s rights and obligations under the Easement Agreement, which requires the written consent of the Owner; and

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the Parties agree as follows:

1. Consent to Assignment. The Owner hereby agrees and consents to the County's transfer and assignment of all of the County's rights and obligations under the Easement Agreement to EVTA.
2. Assignment and Assumption. The County hereby transfers and assigns to EVTA all of its rights and obligations under the Easement Agreement, and EVTA accepts such assignment and agrees that it shall hereinafter perform its obligations and duties under and subject to the terms of the Easement Agreement. The Parties agree that upon the effective date of this Assignment Agreement, the County shall have no further obligation or liability under the terms of the Easement Agreement.
3. Entire Agreement. This Assignment Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.

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IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the date and year written below.

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

Date: _____

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Tanya Allen, Executive Director,

Date: _____

OWNER

By: _____
Daniel Westfield

Date: _____

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
REGARDING THE
WALMART BUS SHELTER**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“Assignment Agreement”) made by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (“**County**”), the Eagle Valley Transportation Authority, a body corporate and politic (“**EVTA**”), and the Town of Avon, a Colorado home rule municipal corporation (“**Town**”), each of which may be referred to herein individually as a “Party” or collectively as the “Parties.” The effective date of this Assignment Agreement is August 4, 2024.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority is a department of the County that has historically provided public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, in November 2022, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval of voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “**EVTA IGA**”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will assume responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “**Transition Plan**”); and

WHEREAS, the Transition Plan includes the transfer of equipment and operations from the County to EVTA to ensure continuity of service for Eagle County residents and visitors; and

WHEREAS, pursuant to an Intergovernmental Agreement dated August 11, 2015, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “Walmart Bus Shelter Agreement”), the County and the Town made certain agreements regarding the joint funding, construction, ownership, use and maintenance of the Walmart Bus Shelter located in the Town’s easement area.

WHEREAS, the County wishes to assign, and EVTA wishes to assume, the County’s rights and obligations under the Walmart Bus Shelter Agreement, which requires the written consent of the Town; and

WHEREAS, this Assignment Agreement is for cooperation between three governmental entities pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended and Article XIV, Section 18 of the Colorado Constitution.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the Parties agree as follows:

1. Consent to Assignment. The Town hereby agrees and consents to the County's transfer and assignment of all the County's rights and obligations under the Walmart Bus Shelter Agreement to EVTA.
2. Assignment and Assumption. The County hereby transfers and assigns to EVTA all of its rights and obligations under the Walmart Bus Shelter Agreement, and EVTA accepts such assignment and agrees that it shall hereinafter perform its obligations and duties under and subject to the terms of the Walmart Bus Shelter Agreement. The Parties agree that upon the effective date of this Assignment Agreement, the County shall have no further obligation or liability under the terms of the Walmart Bus Shelter Agreement.
3. Entire Agreement. This Assignment Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.
4. Counterparts, Electronic Signatures and Electronic Records. This Assignment Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

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IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the date and year written below.

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

Date: _____

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Tanya Allen, Executive Director

Date: _____

TOWN OF AVON

By: _____
Amy Phillips, Mayor

Attest:

By: _____
Miguel Jauregui Casanueva, Town Clerk

Date: _____

**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT
REGARDING THE
AVON STATION BUS SHELTER**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (“Assignment Agreement”) made by and between the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (“**County**”), the Eagle Valley Transportation Authority, a body corporate and politic (“**EVTA**”), and the Town of Avon, a Colorado home rule municipal corporation (“**Town**”), each of which may be referred to herein individually as a “Party” or collectively as the “Parties.” The effective date of this Assignment Agreement is August 4, 2024.

RECITALS

WHEREAS, the Eagle County Regional Transit Authority is a department of the County that has historically provided public transportation services funded by voter-authorized Eagle County 0.5% Transportation Sales Tax; and

WHEREAS, in November 2022, the EVTA was established pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes by approval of voters in Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District, and in accordance with the Eagle Valley Transportation Authority Intergovernmental Agreement dated September 1, 2022 (the “**EVTA IGA**”) for the purpose of financing, constructing, operating, improving and maintaining a regional transportation system in the Eagle River Valley of Eagle County, Colorado; and

WHEREAS, pursuant to the EVTA IGA, the County and EVTA agree that the EVTA will assume responsibility for existing transit services as historically provided by ECO Transit in accordance with a framework established by the EVTA IGA Transition Plan (the “**Transition Plan**”); and

WHEREAS, the Transition Plan includes the transfer of equipment and operations from the County to EVTA, and aims to ensure continuity of service for Eagle County residents and visitors; and

WHEREAS, pursuant to an Intergovernmental Agreement dated February 14, 2017, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “**Avon Station Bus Shelter Agreement**”), the County and the Town made certain agreements regarding the funding, construction, ownership, use and maintenance of the Avon Station Bus Shelter located on Town property; and

WHEREAS, prior to this Assignment Agreement, on or about the date hereof, the County and the Town have executed that certain First Amendment to the Intergovernmental Agreement Between the County of Eagle, State of Colorado and the Town of Avon regarding the Avon Station Bus Shelter, which First Amendment EVTA hereby acknowledges, consents to, and agrees to be bound by; and

WHEREAS, the County wishes to assign, and EVTA wishes to assume, the County's rights and obligations under the Avon Station Bus Shelter Agreement, which requires the written consent of the Town; and

WHEREAS, this Assignment Agreement furthers cooperation between three governmental entities pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended and Article XIV, Section 18 of the Colorado Constitution.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the Parties agree as follows:

1. Consent to Assignment. The Town hereby agrees and consents to the County's transfer and assignment of all of the County's rights and obligations under the Avon Station Bus Shelter Agreement to EVTA.
2. Assignment and Assumption. The County hereby transfers and assigns to EVTA all of its rights and obligations under the Avon Station Bus Shelter Agreement, and EVTA accepts such assignment and agrees that it shall hereinafter perform its obligations and duties under and subject to the terms of the Avon Station Bus Shelter Agreement. The Parties agree that upon the effective date of this Assignment Agreement, the County shall have no further obligation or liability under the terms of the Avon Station Bus Shelter Agreement.
3. Entire Agreement. This Assignment Agreement represents the full and complete understanding of the Parties, and supersedes any prior agreements, discussions, negotiations, representations or understandings of the Parties with respect to the subject matter contained herein.
4. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

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IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the date and year written below.

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

Date: _____

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____
Tanya Allen, Executive Director

Date: _____

TOWN OF AVON

By: _____
Amy Phillips, Mayor

Attest:

By: _____
Miguel Jauregui Casanueva, Town Clerk

Date: _____



To: The Core Transit Board

From: Tanya Allen, Core Transit Executive Director

Meeting Date: 07/24/2024

SUBJECT: Amended and Restated Vehicle and Equipment Maintenance Agreement with Eagle County

RECOMMENDED ACTIONS: Approve the Amended and Restated the Vehicle and Equipment Maintenance Agreement with Eagle County

BACKGROUND:

The Board approved an agreement with Eagle County for vehicle and equipment maintenance services on 6/12/2024. Provisions related to indemnification and fuel purchases were later found to be inconsistent with provisions included in the final MSC lease, approved on 7/10/24. Both Core Transit and Eagle County legal teams have agreed that it is desirable to update and amend the maintenance agreement to correct these issues. Changes include revised indemnification language and the inclusion of a fuel purchase provision in the Scope of Work.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

1. Amended and Restated Vehicle and Equipment Maintenance Contract
2. Updated Exhibit A- Scope of Work

**AMENDED AND RESTATED VEHICLE AND EQUIPMENT MAINTENANCE
SERVICES AGREEMENT BETWEEN
EAGLE VALLEY TRANSPORTATION AUTHORITY AND
EAGLE COUNTY, COLORADO**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered on _____, 2024 by and between Eagle County, State of Colorado (“County”), whose mailing address is P.O. Box 850, Eagle, Colorado 81631, and the Eagle Valley Transportation Authority (“EVTA”), whose mailing address is _____. County and EVTA are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a Vehicle and Equipment Maintenance Services Agreement dated _____ 2024, whereby the County agreed to provide certain routine and preventative maintenance services for EVTA (the “Original Agreement”); and

WHEREAS, the Parties desire to amend and restate the Original Agreement to include revised terms concerning indemnification to include obligations concerning fuel costs; and

WHEREAS, the Parties agree that this Amended and Restated Agreement for Vehicle and Equipment Maintenance between EVTA and the County shall supersede and replace the Original Agreement in all respects.

AGREEMENT

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

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

2. Term of Agreement. This Agreement shall be effective as of the 1st day of July, 2024, and subject to the provision of paragraphs 3 and 22 hereof, shall continue in full force and effect through June 30, 2025. This Agreement may be extended for additional one-year terms upon written agreement of the Parties. Any amendments or modifications shall be in writing signed by both Parties.

3. Early Termination. Either Party may terminate this Agreement at any time without cause by providing written notice of termination to the other Party. Such notice shall be delivered at least thirty (30) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by, the County shall

be paid for Services performed up to the date of termination. County understands and agrees that such payment shall be the County's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, EVTA may, at its convenience, suspend the services of the County by giving the County written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the County shall cease its work in as efficient a manner as possible so as to keep its total charges to EVTA for Services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No Services shall be performed during the period of such suspension except with prior written authorization by the EVTA Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the County's receipt of the notice of suspension, the County may terminate this Agreement by providing EVTA with written notice of termination. Upon EVTA's receipt of such notice of termination from County, this Agreement will be deemed terminated.

5. Compensation.

a. In consideration of the Services to be performed pursuant to this Agreement, EVTA agrees to pay the County on a time and materials basis at the rates set forth in **Exhibit A**. Such rates may be adjusted annually, in the County's sole and exclusive discretion. The County will submit invoices to EVTA by the 10th day of each month on account of the prior month. Payment will be made within thirty (30) days of receipt of the invoice. All invoices shall include detail regarding the hours spent, tasks performed, and such other detail as EVTA may request. EVTA shall provide no benefits to the County other than the compensation stated above.

b. In the event EVTA utilizes County's onsite fueling facility located at 3289 Cooley Mesa Road, in Gypsum, Colorado, EVTA will pay County a unit fuel rate of cost plus \$.15 per gallon. The mark-up is intended to cover the cost of operating the fuel stations and may be adjusted annually, in County's sole and exclusive discretion.

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

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

8. Assignment and Subcontracting. The County agrees that it will not assign any of its rights or obligations, or subcontract performance obligations under this Agreement without obtaining EVTA's prior written consent. Any assignment or subcontracting without such consent

will be ineffective and void and shall be cause for termination of this Agreement by EVTA. EVTA has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the County shall remain responsible to EVTA; and (ii) no contractual relationship shall be created between EVTA and any sub-consultant, subcontractor or assign.

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

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

11. Insurance. EVTA and the County are "public entities" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 ("CGIA"). Both Parties shall, at all times during the term of this Agreement, maintain any such liability insurance, whether by commercial policy or self-insurance, as is necessary to meet any liability under the CGIA. The County shall additionally obtain and maintain garage keepers' liability insurance for coverage of the Fleet vehicles identified in Addendum 1 to the Scope of Services set forth on Exhibit A hereto. The County and EVTA, respectively as named insureds, shall include the other respective party, its officers, employees, and agents, as additional insureds under the named insured's insurance policies. The named insured's insurance shall be primary and non-contributory as respects any covered claim against an additional insured arising out of the premises or operations of the named insured. Each Party shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions.

12. Indemnification. Subject to Sections 11 and 23 of this Agreement, County shall, to the extent of County's insurance coverage, indemnify, hold harmless and defend EVTA from and against any and all claims arising from the negligent performance by County of the Services hereunder, except that County shall not be liable for claims caused by the negligence or willful misconduct of EVTA. To the extent allowed by law, in case any action or proceeding be brought against EVTA by reason of any such claim, County, upon notice from EVTA, shall defend the same at County's expense by counsel satisfactory to EVTA. Any release, hold harmless and indemnity given hereunder shall not constitute a waiver of any rights or immunities afforded the Parties under § 24-10-101, et seq., C.R.S. and any fiscal or monetary obligations of each Party arising under this Agreement shall be subject to annual budgeting and appropriation by the respective governing body of each Party.

13. Warranty. The County shall perform all Services in a prompt, efficient and workmanlike manner. The County shall correct any errors or deficiencies in the County's Services of which it becomes aware promptly and without additional compensation unless such corrective action is directly attributable to errors or deficiencies in information furnished by EVTA. EVTA's approval of the County's services shall not diminish or release the County's duties or obligations hereunder, since EVTA is ultimately relying upon the County's skill and knowledge to perform the Services. The County will warrant parts supplied under this Agreement for a minimum of sixty (60) days or the length of the warranty provided by the supplier or manufacturer, whichever is greater. The warranty set forth in this Section 13 shall be in lieu of all other warranties, express or implied.

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

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

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

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

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

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

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

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

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

23. Annual Appropriation. 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 the Parties' rights to termination for default.

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

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

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

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

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

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

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

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

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

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

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

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

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

EAGLE VALLEY TRANSPORTATION
AUTHORITY

By: _____

Its: _____

Date: _____

COUNTY OF EAGLE, STATE OF COLORADO,
By and Through the OFFICE OF THE COUNTY
MANAGER

By: _____

Its: County Manager

Date: _____

EXHIBIT A
Scope of Services

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

I. INTRODUCTION;

EVTA's ongoing mission is to improve the performance of its fleet, reduce costs and downtime, while improving fleet reliability and functionality through enhanced fleet maintenance practices. EVTA desires to contract with a qualified County that will provide the best value to EVTA, creating a partnership to better achieve EVTA's mission and objectives.

DEFINITIONS

Abuse: physical damage to a vehicle or equipment directly resulting from misuse, and other damage exceeding normal wear and tear, as determined by EVTA.

Availability: the percentage of time a unit of the fleet is available for use during each month by EVTA.

Contract Administrator: For purposes of this Agreement, _____ will serve as the Contract Administrator.

Downtime: the percentage of time during which a unit of the fleet is unavailable for use by EVTA, due to the need for scheduled or unscheduled maintenance or repairs. Downtime begins at the point a unit is delivered to the Maintenance property and facilities or the point at which the County is notified that a unit requires towing to a service location or a mobile repair. Downtime ends at the point the County notifies EVTA that the unit is available for service. Downtime does not include the time required for the County to perform repairs necessitated by abuse, negligence accidental collisions, warranty repairs, vandalism, or force majeure events which are not the fault of the County, and such time shall be computed based on the number of normal business hours the fleet unit is unavailable for use due to such causes.

Equipment: that equipment included in the Fleet vehicles listed in Addendum 1.

Fleet: all vehicles listed in Addendum 1, attached hereto and incorporated herein upon delivery from EVTA to County, as it may be amended due to the addition or deletion of vehicles or equipment.

Fleet Management Best Practices: those fleet management and maintenance best practices generally accepted within the motor vehicle, transit, and transportation fleet management industry as the practices which obtain the maximum functionality.

Normal Business Hours: the hours of the day and days of the week during which the real property and facilities are required to be open and available for repair and maintenance service. For purposes of this Agreement, Normal Business Hours are from 6:00am – 7:00 pm daily.

Normal Wear and Tear: damage, parts failure, or exceedance of component specifications occurring in the operation of transit vehicle and equipment typically expected for that type of vehicle or equipment over time under typical operating conditions for that type of vehicle or equipment. Normal Wear and Tear as applied to physical facilities and office and shop equipment means damage or deterioration that occurs during normal intended use of facilities and office and equipment without negligence, carelessness, or abuse thereof.

Preventive Maintenance (PM): scheduled and routine servicing of vehicles and equipment performed to mitigate and reduce breakdowns, prolong the life expectancy of vehicles and equipment, minimize vehicle and equipment downtime, and maintain vehicle and equipment performance. Preventive Maintenance shall meet or exceed original equipment manufacturer (OEM) specifications, warranties, and recommendations. Preventive Maintenance shall include, but not be limited to, scheduled routine inspections, servicing, and repair and/or replacement of component parts and fluids necessitated by normal wear and tear.

Original Equipment Manufacturer (OEM): a company that manufactures and sells products or parts of a product that their buyer, another company, sells to its own customers while putting the products under its own branding.

Overhead Costs: costs included indirect expenses incurred for such items as indirect shop supplies, parts, office supplies, uniforms, bonding costs, copying services, non-capitalized equipment, shop tools, training, and insurance. Costs for maintenance and/or repair and/or rental of equipment used in delivering goods and services under the Contract.

Quick Fix Repairs: a non-scheduled repair that can be completed in less than one hour when the operator delivers the vehicle/equipment to the maintenance facility for service and chooses to wait for the service. Examples of Quick Fix Repairs include replacing wiper blades, fuses, light bulbs, and/or tires; tire repair; topping off fluids; and adding air to tires. This service will be continuously available during normal hours of maintenance facility operation.

Road Service: any repair that precludes the operator from bringing the vehicle to the maintenance facility for service and that generally takes less than one hour to complete. Examples include tire repair, jumping or replacing a dead battery, and fixing broken lights.

STATEMENT OF WORK (the “Work” or the “Services”)

I. OVERVIEW OF MAINTENANCE SERVICE

- EVTA is the primary provider of public transportation services in the Eagle River Valley.
- EVTA: Fixed–route to the Vail Valley, and parts of unincorporated Eagle County with approximately three thousand (3,000) one-way trips per day.
- ADA Complementary Paratransit service within ¾ mile of the fixed-route service.

Operational Profile

The transit service operates 365 days per year. EVTA operates its fixed-route transit service with a goal of a 20% spare ratio; spares include vehicles undergoing preventive maintenance, vehicles being repaired, and vehicles

available as spares that could be deployed for service and training as needed.

EVTA hours of operation are approximately:

- Monday to Thursday 4:30 AM to 2:00 AM
- Friday 4:30 AM to 2:30 AM
- Saturday 4:30 AM to 2:30 AM
- Sunday 4:30 AM to 2:30 AM

II. EVTA FLEET VEHICLES

All Fleet vehicles shall be licensed and registered by EVTA in the name of EVTA at EVTA's expense. EVTA shall purchase all EVTA owned vehicle license tags.

EVTA shall provide all rolling stock equipment including fareboxes, mobile ticketing validators, radios, variable message signs, head signs, AVL/GPS, and cameras.

Computers and Software

EVTA will not be providing the County with any computers, or computer associated equipment for use in connection with the performance of the Services. The County will provide and maintain licenses for all vehicle diagnostic, repair, and maintenance software programs required to properly maintain EVTA's fleet vehicles. The County will be responsible for providing reports and/or providing access to information regarding EVTA's fleet assets, electronically or printed when requested by EVTA.

Communications

EVTA will provide voice radio communications equipment for all assigned vehicles. Installation of all radio communications equipment will be provided by EVTA. All costs related to damage to voice radio communications equipment and/or repairs to such equipment resulting from negligence or abuse caused by the County, will be the financial responsibility of the County.

III. THE COUNTY SHALL PROVIDE THE FOLLOWING:

The County will provide all facilities, supervision, labor, parts, materials, supplies, office equipment, and subcontractor(s) services required, unless specifically exempted under the terms of this SOW, necessary to provide the Services consistent with generally accepted fleet practices and in accordance with the performance standards specified herein. Unless otherwise agreed and duly authorized by the Parties in writing, County's facilities, where the Services shall be performed, are located at 3289 Cooley Mesa Road, Gypsum, Colorado 81637.

Facility and Equipment Operations and Maintenance

The County shall be required to perform inspections, observations, preventative maintenance, service, repair, or replacement of parts and components of Fleet at the very minimum according to EVTA's Fleet Maintenance Plan. The County will refer to the Fleet Maintenance Plan, for all specifications, performance frequencies, and minimum requirements. Electronic copies of all reference plans and documents will be made available upon request.

Upon completion of the required actions per the Fleet Maintenance Plan, the County's employees shall transmit the completed portions of all required reports via electronic mail, to the following email address: fleet@evta.org. The County shall be responsible for transmitting the completed documents no later than the 10th calendar day of the month following the month in which maintenance and inspection activities were performed.

The County will ensure that vehicle maintenance performance standards are met in accordance with the Fleet Maintenance Plan, regardless of any shop equipment maintenance or repair needs.

Any accidental release or spill of fluids, oils and/ or fuel by the County, will be corrected at the County's sole expense.

The County will be responsible for the security of the Fleet during the performance of the Services under this Agreement.

The County will provide the Services outlined under the terms of this SOW to assure the continuity of effective and economical operation of EVTA's fleet and equipment in accordance with the Fleet Maintenance Plan.

The County will provide all repairs needed to the Fleet, including any repairs needed for the interior of the vehicle.

Information Technology (IT) equipment:

County will provide corrective action recommendations for low voltage electrical wiring and cabling in the Fleet vehicles, as it relates to ITS hardware. ITS Equipment includes but is not limited to the following:

- On-board cameras
- Head signs
- AVL/GPS units
- On-board communication devices; modems
- Variable message signs
- Fareboxes
- Geotab Devices
- Lytx Devices
- *Integration and/or calibration of ITS equipment after install, will be completed by the Transit IT Department
- Repair, removal, and replacement of Masabi Mobile Ticketing JRV validator and associated wiring

County will dispose of all Fleet vehicles and vehicle parts as directed by EVTA. County will comply with all applicable disposal laws.

- For example, if the County is given permission by Contract Administrator to remove parts from a vehicle, the County must arrange for disposal of the “remains” of that vehicle as agreed upon between Contract Administrator and the County.

Priorities may change daily depending on emergencies, work priorities, and availability of backup vehicles. The County will be responsible for following repair priorities established by Contract Administrator to meet EVTA's expectations for vehicle availability.

The County shall provide preventative maintenance (“PM”) and unscheduled repairs to all Fleet vehicles and equipment under an established repair priority system to be mutually agreed upon by the parties. County

The County's repair priority system shall be in accordance with the directions of the Contract Administrator with final approval by the Director of Transportation or designee(s).

The County will provide the Contract Administrator with estimated completion time for repair services daily. The County must notify the Contract Administrator via email explaining why any repair completion estimates will exceed 24 hours.

The County must analyze, in advance, the cost effectiveness of any repair exceeding \$2,000 for all Fleet vehicles and equipment, or any repair where the cost estimate is more than the fair market value of the vehicle or equipment as confirmed by EVTA. These repairs require approval in advance by EVTA.

If the County believes that replacement appears to be more cost-effective than repair, such recommendation shall be presented to EVTA. EVTA will make the final decision on the disposition of the vehicle or equipment. EVTA will place in a suspended status any vehicle or equipment awaiting repair authorization relative to the performance standards described in this SOW.

Time and Material Services

The County will provide all services on a time and materials basis at a rate specified in this SOW. All labor time will be calculated using a flat-rate manually and/or using applicable and available software. The County will submit invoices to EVTA on a monthly basis clearly breaking out labor rate and material costs.

Pricing Matrix as follows:

- Labor Rate – \$150 per hour
- Paint and Body labor rate: \$110 per hour
- Parts Markup – 25%
- Outside services – Invoice for service plus 10%

The County will document each employee and the actual hours each employee charged to a work order or to stand-by hours. In the event of an emergency, all additional costs pertaining to emergency operations and personnel, shall be negotiated, and approved by the Contract Administrator.

EVTA will not be responsible for any overtime required by the County to meet service performance standards of this SOW.

The County will provide parts procurement, stocking, and disbursement services during all emergencies and for all Services.

The County will be required to report all known vehicle collisions caused by the County to EVTA via email within twenty-four (24) hours of the incident. The County will arrange for towing of the vehicle to the Transit maintenance facility as directed by EVTA.

The County will notify EVTA via email whenever a vehicle shows physical damage not associated with a reported vehicle collision and not caused by normal wear and tear.

It will be the responsibility of the County to identify the base cause of damages and classify the repair appropriately. In both cases, EVTA must approve the repair in advance. Any such work performed by the County without prior approval from EVTA shall be at the sole expense of the County. The County's monthly reports will include all instances of repairs necessitated by negligence, abuse, or vandalism.

Windshields may incur minor damage that can be safely repaired, they may be repaired by a fleet maintenance technician or auto body technician so long as the damage is not obstructive to the view of the driver. In cases where the windshield is cracked, the windshield shall be replaced. If the vehicle's windshield contains electronics that must be calibrated, then that shall be done before the vehicle goes back into service.

The County will be required to coordinate up-fitting of newly acquired Fleet vehicles to ready them for service. Typical new vehicle preparation services include the installation of any uninstalled, dealer provided optional equipment and accessories, such as, AVL, license plates, and roadside assistance kits. Depending on circumstances the County may be responsible for arranging and paying for the equipment installation or EVTA may request that the County both purchase and install the equipment.

Vehicle Inspection and Damage

The County will conduct a walk around inspection of the exterior of each vehicle before any vehicle is brought into the maintenance facility. An inspection of the interior and under carriage of the vehicle will be conducted once the vehicle is inside the maintenance facility.

Pictures should be taken of any damage found to a vehicle and will be provided via email to EVTA within 24 hours.

1. EVTA will be notified of any damage found or repairs needing to be done to any vehicle due to abuse or negligence.
2. All copies of Driver's Vehicle Inspection Report (DVIR) being turned in with a vehicle will be checked to make sure all proper information has been documented and filled out along with minor or major maintenance work needing to be done.

3. The County and the operator of the vehicle will conduct a walk around inspection of the exterior and interior should be done to ensure there has been no damage done to the vehicle while in the maintenance facility.
4. EVTA will be notified of any damage found to a vehicle due to abuse or negligence on the part of any County.
5. While a vehicle is in the maintenance shop being serviced or repaired, the insurance liability for these vehicles will be under the County's liability insurance coverage. Once the vehicle/vehicles have been serviced or repaired and picked up by EVTA, the vehicle will be covered by EVTA's liability insurance coverage.

Preventive Maintenance (PM) and Repairs

The County shall design and implement a program for the provision of PM for vehicles and equipment consistent with the requirements of this SOW. The County will maintain a minimum of 95% compliance for PMs (based on vehicles being made available by EVTA in a timely manner) completed on time across the fleet.

The PM program shall be designed in accordance with professionally recognized Fleet Management Best Practices and principles and shall meet or exceed the terms and conditions necessary to comply with the original manufacturers' specifications, warranties, and recommendations and any applicable regulatory requirements.

The County will follow the schedule in EVTA's Fleet Maintenance Plan or OEM standard if OEM is a shorter time/mileage period.

PM programs and inspection forms must be reviewed and approved by the Contract Administrator and will need to occur within ninety (90) days of execution of this Agreement.

The inspection forms shall include specific tasks or inspections for the type of vehicle. At all times, the PM program must be equivalent to or exceed DOT, OEM specifications, and warranty requirements.

The County shall use their program to develop and implement a PM scheduling system that provides electronically generated (i.e., e-mail) weekly notifications with a weekly calendar indicating to EVTA as to when PM services are scheduled for vehicle or equipment. This report must be transmitted via email to EVTA every Friday or Monday to: fleet@evta.org.

This scheduling system must be consistent with that presently used by EVTA and must be implemented in such a way as to minimize disruption to EVTA operations. The Contract Administrator must approve all PMs that cannot be conducted within the PM window.

The County shall use mileage to determine PM intervals as specified in the Fleet Maintenance Plan.

The County will perform timely PM services on all vehicles and equipment and be responsible for having the requested number of vehicles available for pullout with at least a 20 % spare ratio. Example - County is responsible for 23 vehicles so $23 \times .80 = 18.4$ or 18 vehicles need to be available for pullouts. Non-Revenue vehicles are not included in this calculation.

The County will be responsible for completing all required Federal and State of Colorado vehicle and equipment inspections and certifications, to include annual DOT inspections. The County shall schedule all annual inspections no later than the same month as the previous year's inspection for each required unit.

The County will coordinate the scheduling of inspections and certifications with EVTA not less than one month prior to the expiration of the current inspection or certification. The County shall maintain proper unit inspection/certification records in accepted software.

The County will be responsible for performing all DOT inspections per FMCSA 49 CFR, Part 396. Only qualified inspectors that meet 49 CFR Part 396.19 and 396.25 will perform inspections. Proof of technician qualification must be presented to EVTA prior to the start of contract. All inspections will meet criteria set forth in 49 CFR Part 393.

All commercial vehicles in EVTA's fleet will receive an annual inspection in accordance with Federal Motor Carrier Safety Administration. At a minimum, inspections must include all items enumerated in the Minimum Periodic Inspection Standards, Appendix G to Subchapter B of the Federal Motor Carrier Safety Regulations and during the normal vehicle PM cycle.

Each time a vehicle is brought in for PM, the County must check to ensure the vehicle's interior is free of trash and debris. Vehicles are required to be free of trash and debris before they are repaired. The County will take pictures and notify the Contract Administrator of any vehicle not meeting this requirement.

When checking in a vehicle for service, the County will check for any pending work orders and any Parts Available (PAV) items that need to be installed. The County shall then check each tire's pressure, condition and safety, documenting such on a safety checklist; check and replenish all fluids according to OEM recommendations; and perform a visual safety inspection to ensure serviceability until the next PM service. Vehicles with safety deficiencies will be taken out of service until repairs are complete.

The County shall be responsible for entering all maintenance records and documentation showing all preventive maintenance was performed into accepted software in accordance with the requirements set forth in the contract.

Parts and Parts Inventory

The County will provide parts supervision within the maintenance facility and will be required to procure, stock, and dispense all parts, materials, and supplies (unless otherwise specified) required for operation and maintenance of all vehicles in accordance with federal, state, and local regulations; generally accepted parts management practice; OEM requirements; and EVTA's standards/specifications as outlined in this SOW. The County will own and maintain an inventory of parts, materials, supplies, and fluids of an appropriate size and composition for EVTA vehicles.

The County shall ensure the accepted software program is used to monitor and control the parts inventory. Faster is currently used by the County and is accepted by EVTA. At a minimum, the system will generate a complete inventory by part number, part cost and a usage rate history for each part normally stocked. The County will establish a procedure to document the historical demand of non-inventory parts to ensure that repeated demand for these items warrant addition of the item(s) to the inventory. The County shall determine trend analysis and stock parts due to failure or wear.

The County shall make special provisions for stocking sufficient quantities of spare parts for maintenance service vehicles and equipment and shall ensure that zero "stock-outs" occur during emergency situations. Parts used to maintain and repair EVTA's fleet will, at a minimum, meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). Rebuilt or remanufactured parts must conform to manufacturer's reconditioning tolerances.

All parts will be dismantled and reconstructed as necessary; all internal and external parts cleaned and made free from rust and corrosion; all impaired, defective, or substantially worked parts restored to a sound condition or replaced with new, rebuilt, or unimpaired used parts; all missing parts replaced with new or rebuilt parts; and such other operations performed as are necessary to put the product in sound working condition.

The County will primarily use new OEM parts when repairing vehicles and equipment.

The County will make a reasonable effort to obtain remanufactured parts that carry a warranty. EVTA shall constitute what is reasonable. If EVTA determines that the product supplied does not conform to OEM requirements or conditions, EVTA reserves the right to require the use of a specific substitute. EVTA will specifically approve all product lines or changes to product lines before introduced for use.

The County will only invoice EVTA for parts, materials, supplies and fluids when they are used to perform Services under this SOW. The County will maintain inventory based upon the types of service performed at the maintenance facility.

EVTA will not be billed for parts until they are installed in the vehicles.

The County will provide parts procurement, stocking, and disbursement services during all hours providing services (see "Staffing Position Requirements" section).

The County shall have an appropriate start-up inventory of parts, materials, supplies, and fluids to ensure continuity of supply during the transition period. The County is obligated to ensure that an adequate inventory is on hand for start-up of services.

The County will not cannibalize parts from EVTA vehicles for use on other vehicles without prior written authorization of EVTA.

When parts are being ordered, an urgency will be placed on the shipping, as necessary.

The County shall be responsible for vehicle or equipment damage costs caused by use of substandard parts, supplies, and fluids.

The County will use the approved software to set up any prorated warranties on parts installed prior to the effective date that remain under warranty provided that the data necessary to set up such warranties has been furnished or otherwise made available to the County by EVTA. In such a case, an inventory of all such prorated warranties shall be given to EVTA. After the effective date, the County shall accept responsibility for pursuing warranty enforcement on such previously installed inventory but does not guarantee honor of such warranties or success in enforcement of such warranties.

The County will warranty parts supplied under this SOW for a minimum of sixty (60) days or the length of the warranty provided by the supplier or manufacturer, whichever is greater. The County will set up and utilize the parts warranty module within the approved software.

The County is responsible for absorbing the cost of all core charges normally associated with replacement parts. In no case shall the County charge core charges to any repair order for returnable part cores. Core charges for damaged, unusable, non-returnable parts will be listed as a separate item on repair orders.

The County must have the ability to track core charge performance and be able to provide a computer-generated quarterly report to EVTA.

The County will be responsible for the security of the parts room and will authorize appropriate EVTA personnel for access to the parts room as required. EVTA will give notice prior to entering the parts room.

Road Service and Towing

Road service is defined as any repair conducted in a location other than the Transit Campus that generally takes less than one hour to complete. Road services may include, but are not limited to, jump starts, battery replacement, fluid addition, lighting repair, hydraulic hose replacement, repair of damaged bus body panels, tire changes, recovery of disabled/stranded vehicles (i.e., due to inclement weather), etc.

The County is responsible for providing road service and towing service for all vehicles to meet terms of this Agreement, including meeting all service standards. The County shall administer free towing that EVTA receives under a manufacturer's warranty.

Dispatch time for road calls - During business hours and within EVTA's service area limits, a mechanic will be dispatched within 45 minutes of a notification.

Towing or road calls will be the responsibility of the County if they are responsible for the cause of failure due to a recent repair. EVTA will deduct these charges on the following month's invoice.

The County will keep all service vehicles fully stocked to provide road service repairs and to reduce the number of unexpected trips to pick up replacement parts. A list of parts expected to be stocked on service vehicles include, but are not limited to:

- electrical cables, fuses, breakers, and connectors
- frequently used belts.
- frequently used hoses
- All needed fluids
- lighting elements
- hose repair and replacement parts
- clamps, nuts, bolts and or fasteners

Body and Paint Repair Service

The County will be EVTA's first choice for body and paint repair. Both parties may mutually agree to outsource body and paint repair to a third party based on lead time, backlog, complexity or severity of damage for repair. Paint and body repair includes all vehicles owned or operated by EVTA.

The County will provide and keep an inventory of painted panels and bumper pieces based on historical repairs. EVTA may request painted inventory from the County to supply outside contractors for quick repairs or panel swaps. The County will bill EVTA directly for painted inventory supplied to outside contractors. The County may request return of damaged body panels replaced by outside contractors, to be evaluated for repair or scrap.

Engine Fluid Sample Analysis Program

The County is responsible for administering an oil sample program. The County shall provide oil sampling on every required oil change, subject to change.

The County shall use an oil sample laboratory that is approved by EVTA. The oil sample lab used must be ISO 17025 certified.

The County will supply all sample bottles, hoses, cartons, and labels needed to retrieve the sample and ship them to the lab. The oil sample program will be set up so that the Contract Administrator receives sample test results via email from the lab for samples on all engines.

All fluid samples shall be sent for analysis. The oil analysis shall be provided as part of the invoice costs. Samples showing potential failures will be provided to the Contract Administrator within forty-eight (48) hours of receipt of the analysis.

The oil sampling program shall include but not be limited to the following:

- All diesel and gasoline main and auxiliary engines
- Automatic and manual transmissions, and transaxles

The County is responsible for monitoring oil samples and repairing any deficiencies that the oil sample program finds.

The County will notify the Contract Administrator for any critical oil samples within forty-eight (48) hours of receiving oil samples and present a plan to remedy the bad oil sample within three days. Taking oil samples, re-taking of any oil samples, and repairs needed because of bad oil samples will be a T&M Cost.

Comprehensive Tire Service

The County will replace tires when tires have reached minimum tread depths as indicated by tread wear indicators, as specified by FMCSA in 49 CFR Part 396 Appendix G, have failed, or are unacceptable due to wearing, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect safety or performance of vehicles and equipment. Only tire patching from inside is acceptable. Tire plugs are not acceptable for any tire repair.

EVTA shall authorize, in coordination with the County, all decisions regarding makes and types of tires that the County will purchase and provide to EVTA. EVTA will also have the final authority regarding when the related repairs or adjustments (e.g., brakes, steering, etc.).

The County is required to follow all standard procedures regarding the operation of vehicles and equipment and must utilize properly licensed personnel for the type of vehicle being tested. The County must verify the safety of these vehicles and equipment prior to returning to service.

Warranty and Recall Services

The County will administer all warranties and recalls, both for vehicles and parts, offered by manufacturers, for the fleet and on subcontracted repairs. Vehicle warranty work must be entered into the approved software and tracked accordingly. All warranty work information will be provided by the County to EVTA, upon request.

EVTA will provide OEMs approval for the County to perform warranty and recall work in house. Once authorized, the cost of performing such work will be reimbursed directly to the County.

Work performed by the County for which reimbursement is provided by the manufacturers will not be billed to EVTA. The County may send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost effective for EVTA to do so.

The cost of repairs made if a vehicle is sent out for suspected warranty work when the suspected problem is not covered under warranty, will be absorbed by the County as part of its invoicing.

The County will be responsible for all components and parts installed on vehicles by the County or subcontracted to a third party. (Note: All components and parts installed on a EVTA vehicle shall remain with that vehicle as part of the whole vehicle and the components and parts shall be the property of EVTA free and clear of any liens or encumbrances.

The requirements of this section do not relieve the County from meeting the requirements of any performance standard required under the Contract. There shall be no charge to EVTA for administering warranties and recall work.

Rework

All materials, parts, and workmanship furnished by the County will be of a high standard, free from defects and imperfections, and meet all OEM standards and specifications. Parts and labor costs resulting from rework will be the County's responsibility with no costs incurred by EVTA.

The County will track and identify in its invoicing multiple repairs for the same deficiency on the same vehicle (rework) and will not bill EVTA for any rework expenses that occur within the following timeframes:

- Engine and Transmission Overhauls – twelve (12) months or 12,000 miles
- All Other Work – ninety (90) days or 4,500 miles

Rework must be given the highest priority of repair and be performed within twenty-four (24) hours after EVTA's notification of the County's need for corrective action or self-identification by the County.

The County shall monitor, track, and identify rework or re-repair services which are required and shall not include the costs of such repairs in the monthly invoices to EVTA. All rework work orders will be provided with the monthly statement.

EVTA is the final decision-making authority if a dispute arises regarding rework. Any rework identified by EVTA and not identified by the County will be promptly credited on the next invoice.

All determinations as to whether downtime results from a required rework or a parts failure which solely results from a defective part shall be made after a mechanical diagnosis of the part, with Contract Administrator concurrence.

Farebox, Mobile Ticketing Validators and Vaults

The County shall be responsible for the power up to the unit only.

Asset Certification

The County will be responsible for doing all work associated with obtaining annual required certifications on all vehicles as listed in Addendum 1, as amended from time to time.

The County will provide the Contract Administrator written reports of inspections and the actions that were taken, or

will be taken, to correct any deficiencies noted during the inspections. All identified discrepancies will be repaired before placing the vehicle or equipment in service.

Outside Repairs

The County will define the types of repairs, if any, that will be conducted by a subcontractor or vendor outside of the maintenance facility. The County is required to obtain approval from EVTA prior to utilizing vendors for all outside repairs. The County is responsible for the transport to and from the selected vendor. The County will be responsible for arranging, managing, and paying for all outside repairs, and will assume full responsibility and liability for the quality of these repairs.

The County shall be solely responsible for all costs of outside repairs for costs not approved by the Authority and will assume full responsibility and liability for the quality of such repairs in the same manner as if such repairs were performed by the County. Repairs requiring the use of outside vendors must be pre-approved by EVTA in advance.

Subject to the approval requirements in this section, the County may use subcontractors or other vendors during all emergencies and for all Services as defined in this SOW. The County will be responsible for arranging, managing, and paying subcontractors for all sub-contracted outside repairs, and will assume full responsibility and liability for quality of these repairs. The cost of subcontracted services will be reimbursed to the County by EVTA at the County's actual cost (the County shall not add markup).

Vehicle Preparation Services

EVTA will receive newly acquired vehicles and equipment for service throughout the term of this Agreement. EVTA will be responsible for assigning unit numbers to the vehicle and inspecting all vehicles and equipment to ensure compliance with purchase specifications.

The County will input all required vehicle description data into the approved software, including Manufacturer's Warranty information. This data is used to maintain and update the fleet replacement plan with current mileage, cost-per-mile, and maintenance costs for the life of the vehicle. The County will be responsible for adding new vehicles and equipment into the approved software program and coordinating with EVTA Fleet to have new vehicles and equipment added into any future EVTA fuel management system.

The County will prepare newly acquired vehicles for service. Preparation shall include, but not be limited to, performing inspections; adjusting tire pressures; road testing; checking and correcting all fluid levels; affixing temporary and permanent license plates; affixing and testing fuel rings; GPS systems; cleaning; installing fire extinguishers, AVL, first aid kits, decals, vehicle numbers, and accessory equipment and other special equipment; and coordinating with the Contract Administrator on any post-delivery up-fitting of the unit, including radios, light bars, affixing telemetric equipment, as part of the Cost.

- Preparation shall occur within ten (10) working days from the time the vehicle has been turned over to the County for preparation.

- The County shall install decals at its expense on vehicles and equipment.
- The County must also replace decals and/or graphics as required for small equipment.
- The County will not be responsible for installing major decals, such as vehicle wraps. EVTA will include the graphics requirements for rolling stock units in the purchase specifications and graphic costs will be the responsibility of EVTA.

EVTA is responsible for the purchase of fuel data collection devices, GPS, telematics equipment, AVL equipment, etc. and shipment of the same to the County for installation.

The cost of license plates and vehicle registration are the responsibility of EVTA.

The County will inspect and ensure proper operation of all new vehicles as well as outsourced after market work and accident repair. Any incomplete installations, work and/or repairs performed by subcontractors or under warranty will be documented by the County.

The County may perform work after EVTA's approval for the OEM responsible for the incomplete work. If the County performs corrective work, the County will submit actual time and material costs for these repairs to the OEM for potential reimbursement. EVTA will coordinate radio installation with the County's Radio Shop.

Vehicle Disposal

All decisions on a vehicle life expectancy or the continued utility or viability of any vehicle or equipment shall be within the sole province and discretion of EVTA.

The County will support EVTA in its administration of the vehicle disposal program. Vehicles are disposed of throughout the entire year. The County will prepare vehicles for disposal for EVTA.

Preparation shall include, but not be limited to, removing vehicle documents, tags, and special equipment not including ITS unless requested. performing interior and exterior cleaning of vehicles; performing minor repairs to ensure that the unit is in the best practical running condition for the auction or sale (repairs subject to authorization by EVTA); and completing associated paperwork pertaining to decommissioning and disposal of each vehicle.

The County shall use its best efforts to minimize any scratching or discoloration that would affect the resale value of the vehicle when removing decals to leave no decal impressions.

The County will remove equipment such as radios and provide them to the EVTA. If the County fails to remove any EVTA property from vehicles before auction, County will be responsible for retrieving or replacing missing items.

The vehicles taken out of service for sale are not to be stripped of parts or otherwise cannibalized by the County without the written approval of EVTA.

Preparation of vehicles for disposal shall be invoiced as T&M Service.

Transitioning of Vehicles Between Contracts

EVTA may perform an independent inspection using a professional neutral third party, paid for by EVTA, for the transitioning of vehicles at the beginning of the Contract.

The County will receive each vehicle after the vehicle has been thoroughly inspected by both EVTA and the previous County. All parties involved will be required to sign-off on a checklist for each vehicle inspected. The County must be prepared to inspect, take responsibility for, and insure vehicles prior to the scheduled start date for services under this SOW.

EVTA may perform an independent inspection using a professional neutral third party, paid for by EVTA, for the transitioning of vehicles at the end of this contract. All apparent damage, and/or worn parts identified through the inspection shall be corrected, repaired, or replaced prior to transition, at the sole expense of the County and shall not be billed back to EVTA.

All parties involved will be required to sign-off on a checklist for each vehicle inspected.

In addition to during the normal business hours, the County shall repair vehicles seven (7) days a week and up to twenty-four (24) hours a day as needed to respond to an emergency.

The County will provide requested staffing support in conformance to the requirements in the EVTA's Continuity of Operations Plan (COOP), which is implemented during certain declared emergencies. EVTA will notify the County when an emergency arises including the nature and anticipated duration of the response needed from the County.

The County shall provide EVTA with an after-hours emergency telephone number and roster of assigned maintenance personnel available for use in emergency situations.

The cost of labor (overtime) during emergency service will be billed as T&M Services.

The County will be on-site and providing service with a full complement of personnel within one hour of notification that emergency services are required. The County shall mobilize the shop and provide repair and maintenance services for the duration of any County emergency. Emergency situations include, but are not limited to major fires, floods, tornadoes, earthquakes, rockslides, snow events, and disaster emergencies.

Service shall include adequate staffing to ensure continued EVTA operations at a level determined by EVTA. Such circumstances may occur outside of normal business hours and can involve any number of employees, equipment, and vehicles.

Should an emergency require performance of services beyond the capability of the County, the County may perform or supplement performance of contract services with Authority personnel authorized by EVTA to assist the County or non-contract vendors. Such performance shall not constitute a breach of contract by EVTA.

Quick Fix Repairs

The County will provide a Quick Fix service for non-scheduled repairs that can be completed in less than one hour when the operator delivers the vehicle or equipment to the Maintenance Facility for service and chooses to wait for the service.

The County shall brief any additional safety training topics as provided by the EVTA Safety and Training Supervisor.

Drug and Alcohol Program

The County will implement a Drug and Alcohol program that is fully compliant with 49 CFR Parts 40 and 655. The County will submit a summary of drug and alcohol testing reports with its monthly reports.

Addendum A - Bus Maintenance List			
Unit	Powertrain	Body	VIN
459	Chevrolet	Arboc Spirit Mobility	1GB6GUBG0G1281023
460	Chevrolet	Arboc Spirit Mobility	1GB6GUBL4G1276792
461	Chevrolet	Arboc Spirit Mobility	1GB6GUBL3G1276069
462	Ford	Turtle Top Terra Transit	1FDFF4FN5NDC33535
463	Ford	Turtle Top Terra Transit	1FDFF4FN7NDC33536
803	Gillig	BRT	15GGD271491177583
867	Gillig	BRT	15GGD211061077548
868	Gillig	BRT	15GGD211261077549
869	Gillig	BRT	15GGD211371078324
870	Gillig	BRT	15GGD211971078327
874	Gillig	BRT	15GGD211471078106
878	Gillig	BRT	15GGD211781078859
879	Gillig	BRT	15GGD211381078860
883	Gillig	BRT	15GGD2713A1177756
884	Gillig	BRT	15GGD2715A1177757
890	Gillig	BRT	15GGD2715E1183077
891	Gillig	BRT	15GGD2717E1183078
895	Gillig	BRT	15GGD2716J3191428
896	Gillig	BRT	15GGD2716J3191429
901	Gillig	G27D BRT	15GGD2713M3195960
902	Gillig	G27D BRT	15GGD2715M3195961
903	Gillig	G27D BRT	15GGD2717M3195962
904	Gillig	G27D BRT	15GGD2719M3195963
905	Gillig	G27D BRT	15GGD2710M3195964
906	Gillig	G27D BRT	15GGD2715P3199691
907	Gillig	G27D BRT	15GGD2717P3199692
2351	Chevrolet	Blue Bird	1HA3GSB75PN002141
2352	Chevrolet	Blue Bird	1HA3GSB72PN002145
2353	Chevrolet	Blue Bird	1HA6GVB7XPN001596
8516	Ford	Escape-Hybrid	1FMCU0E14PUA42477
8517	Ford	Escape-Hybrid	1FMCU0E16PUA42478
8523	Ford	Escape-Hybrid	1FMCU0E19PUA42491
8737	Ford	F-150	1FTEW1EP8PKD57909
8858	Chevrolet	Volt-Hybrid	1G1RA6S5XHU205418
8859	Chevrolet	Volt-Hybrid	1G1RA6S57HU213783
Vehicles on this list are subject to change.			



To: The Core Transit Board

From: Tanya Allen, Core Transit Executive Director

Meeting Date: 07/24/2024

SUBJECT: Transition Day Celebration

RECOMMENDED ACTIONS: Discussion only

BACKGROUND:

Transit operations will officially transition from ECO to Core Transit on Sunday, August 4. Core Transit staff is seeking input from the board regarding the best way to celebrate this achievement with staff and community.

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

None