

MEMORANDUM OF UNDERSTANDING

ESTABLISHING A REGIONAL TRANSIT AUTHORITY FORMATION COMMITTEE

STATEMENT OF PURPOSE – This Memorandum of Understanding (“MOU”) formalizes the agreement reached by the Eagle County government and municipalities within the contemplated boundaries of a Regional Transit Authority (“RTA”) in Eagle County on the commitment of staff and financial resources to a Regional Transit Authority Formation Committee (“RTA Formation Committee”) for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community pursuant to CRS §43-4-601 Regional Transportation Authority Law.

WHEREAS, in January 2020 a joint meeting of the Beaver Creek and Vail Economic Advisory Councils was convened to discuss regional transportation challenges at which members of the private business community expressed strong support to improve and enhance regional transit; and

WHEREAS, an ad-hoc group of Town Managers, Transit Directors, and business community leaders was convened soon afterwards to discuss, analyze, and identify challenges and opportunities related to greater coordination and integration of the regional public transportation system; and

WHEREAS, separate conversations with the EGE Air Alliance have highlighted the importance of air transportation as part of the broader regional transportation system; and

WHEREAS, each of these groups have identified the creation of a Regional Transit Authority (“RTA”) as a desirable way to plan, finance, implement and operate a regional public transportation system that better meets the needs of residents, visitors, and businesses in Eagle County; and

WHEREAS, the local government entities now desire to proceed with preparation of a proposed RTA and comprehensive community engagement process with the intention to refer ballot questions for the formation of a RTA and a funding question to the November 1, 2022 general election.

NOW, THEREFORE, the parties to this MOU agree as follows:

1. **NO LEGAL OBLIGATIONS.** This MOU is only a statement of intentions to facilitate coordination among parties and shall not be construed to create, and shall not in fact create, any financial or other obligations or liabilities for any party to this MOU.
2. **ELIGIBLE PARTIES TO THIS MOU.** The local government entities which are required to take action as part of the formation of a Regional Transit Authority and/or which currently fund and provide public transit service are eligible parties to this MOU, including Eagle County government, and municipalities in Eagle County, or Title 32 special districts with transportation powers, which are located within the boundaries of a proposed Regional Transit Authority area.

3. RTA FORMATION COMMITTEE. The RTA Formation Committee shall consist of one representative of each party to this MOU. Each representative shall have one vote in matters considered by the Committee. Each party may designate a primary representative and alternates in its discretion which shall be limited to elected officials and full-time staff persons. The RTA Formation Committee shall also have the following organization duties:

- (a) Select a chair and vice chair;
- (b) Establish a meeting schedule and timeline for completion of activities;
- (c) Provide parameters for staff support for the RTA Formation Committee provided by participating entities;
- (d) Establish a schedule for communications and meetings with municipal staff and elected officials to inform them on status and upcoming developments;
- (e) Review the Scope of Work for third party facilitators and consultants to assist with community engagement and the RTA formation process;
- (f) Determine the details of a proposed RTA, including but not limited to:
 - (1) Determine the name and purpose of the RTA, including an explanation of all regional transportation systems to be provided and preliminary expectations regarding types and service levels;
 - (2) Determine geographic boundaries, districting, and rules for modification of a regional public transportation authority;
 - (3) Determine the form of governance and board representation on the RTA;
 - (4) Recommend an initial organizational structure and staffing for the RTA;
 - (5) Recommend the structure of the relationship with existing transit systems, including recommendations related to the transfer of assets, liabilities, or personnel;
 - (6) Analyze potential dedicated funding sources and structures for public transportation and make recommendations regarding type and level;
 - (7) Recommend the structure of the relationship with the EGE Air Alliance, including recommendations related to structure, governance, and fiscal authorities; and
 - (8) Develop a proposed IGA, meeting the requirements of C.R.S. § 43-4-601, for signature by interested and eligible entities.

- (g) Determine the details and wording on any ballot measures to be referred to the voters for the formation of an RTA; and
 - (h) Provide legal, financial, marketing and political support for a potential future ballot measure.
4. **RTA TECHNICAL ADVISORY COMMITTEE.** The RTA Technical Advisory Committee will be an advisory body to the RTA Formation Committee and will continue for the purpose of sharing information, analyzing costs, and submitting feedback associated with various proposals for regional transit enhancement generated by the RTA Formation Committee, and making recommendations to the RTA Formation Committee. In addition, they will assist in identifying operational issues related to proposed structures that may require additional consideration by the RTA Formation Committee. The RTA Formation Committee may change, amend, supplement, fill vacancies or remove any person on the RTA Technical Committee without notice or cause. The RTA Formation Committee may invite or add other persons or representation from other entities that may provide relevant technical advice and information. The RTA Technical Advisory Committee shall consist of the following members unless and until changed by the RTA Formation Committee:
- (a) Tanya Allen, ECO Transit Director;
 - (b) Jen Brown, Managing Director Beaver Creek Resort Company;
 - (c) Paul Gorbold, Beaver Creek Transit Manager;
 - (d) Scott Robson, Vail Town Manager;
 - (e) Greg Hall, Vail Public Works and Transportation Director;
 - (f) Brandy Reitter, Eagle Town Manager
 - (g) Chris Romer, Vail Valley Partnership and Eagle Air Alliance;
 - (h) Brian Nolan, representative of Beaver Creek and Vail Economic Advisory Councils;
 - (i) Eva Wilson, Avon Mobility Director;
 - (j) Eric Heil, Avon Town Manager;
 - (k) David Reid, Director of Aviation, Eagle County Regional Airport; and
 - (l) Jeremy Rietmann, Gypsum Town Manager
 - (m) Melissa Mathews, Red Cliff Town Clerk

Members of the RTA Technical Advisory Committee serve at the pleasure of the RTA Formation Committee and appointments to the committee do not constitute contractual obligations of the RTA Formation Committee or of any of its representative entities. The RTA Technical Advisory Committee

shall terminate upon establishment of an RTA as a separate legal entity pursuant to C.R.S. § 43-4-601, *et. seq.*

5. **RTA COMMUNITY STAKEHOLDERS COMMITTEE.** The RTA Community Stakeholders Committee shall consist of all interested local governments that are not parties to this MOU, interested non-profit or community organizations, and interested private business entities that desire to participate on the RTA Community Stakeholder Committee. The purpose of the RTA Community Stakeholder Committee is to facilitate the community engagement process, including the sharing and dissemination of information related to the RTA, facilitate broader understanding of the RTA formation process and the technical and financial aspects of proposed RTA operations, and facilitate providing broad community input to the RTA Formation Committee. The scheduling, organization and conduct of RTA Community Stakeholder Committee meetings shall be facilitated by a third party consultant as contemplated in this MOU.

6. **CONTEMPLATED ROLES OF AN RTA.** The specific roles of an RTA would be researched and determined during the study and community engagement process. The following list describes the potential roles of an RTA that are being contemplated at the time of executing this MOU. Parties to the MOU acknowledge and agree that the roles of a RTA as may be ultimately referred to election are expected to be revised and refined through the community engagement process.
 - (a) Assume some or all operations, assets and functions of ECO Transit and/or other transportation systems of participating entities;
 - (b) Assume some or all operations, assets and functions of the Eagle Air Alliance;
 - (c) Continue planning and development for the enhancement and operation of regional transportation system in the Eagle River Valley, to include operation and/or financial support for multimodal surface and air transportation;
 - (d) Study, design, financially support and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to the development of park and ride facilities, bus stops, and pedestrian crossings;
 - (e) Study, design, financially support and implement, with partnerships as appropriate, improvements to the regional transit system to support, advance and achieve climate action goals, including but not limited to conversion of bus fleet to zero or reduced greenhouse gas emission rolling stock, zero or reduced greenhouse gas emission transit facilities, and increase of transit ridership that reduces passenger vehicle miles travelled;
 - (f) Coordinate with the Colorado Department of Transportation ("CDOT") and federal governing agencies to enhance regional transit, including but not limited to improvements to connections to the RTA area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport;

- (g) Represent the Eagle County RTA area with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations; and
- (h) Study, design, financially support and implement, other regional transportation and mobility programs and operations, such as regional e-bike sharing programs.

7. RETAINING THIRD PARTY FACILITATORS AND CONSULTANTS. A central purpose of this MOU is to reach an understanding on the retaining of third party facilitators and consultants to assist with the administrative, legal, and technical details in the formation of an RTA, assist with the community engagement process, and assist with determining consensus and community support for any ballot issues which may be referred to the voters. The Scope of Work for any third party facilitators and/or consultants shall be reviewed and approved by the RTA Formation Committee. Third party facilitators and consultants will be retained by Eagle County pursuant to such contract terms as may be approved by Eagle County, in its sole discretion. Eagle County will administer of such contracts as it deems appropriate in its sole and absolute discretion, and shall accept no responsibility for or liability associated with the product or services provided by such third party facilitators and consultants

8. FUNDING CONTRIBUTION. Funding contributions for third party facilitators and/or consultants will be based on the proportionate share of audited 2021 revenue from governmental activities recorded by each respective local government party to this MOU. Notwithstanding the foregoing, parties to this MOU may agree in writing to any other arrangement for funding contributions. An initial funding contribution is necessary to retain thirty party facilitators and consultants to commence Phase 1 work in 2021. An additional funding contribution is necessary for the Phase 2 work which is expected to begin in the 2022 budget year.

(a) **Phase 1 Funding Contribution:** \$30,000 is the contemplated budget to commence the work of the RTA Formation Committee in 2021, which is comprised of a budget for facilitation of committee meetings, initial community outreach, facilitating and coordinating research and consideration of transit enhancement ideas and associated funding, initial research on funding options, compiling comparison information of other regional transit authorities and preparing RTA presentation materials. Eagle County, the Town of Vail and the Town of Avon have offered to share this expense equally (\$10,000 each).

(b) **Phase 2 Funding Contribution:** \$170,000 is the contemplated budget to continue the work in 2022, which is comprised of \$140,000 to continue community engagement work, assist with revision to an RTA proposal including financial modelling of different options and scenarios, revise and update RTA presentation materials, and assist with the determination of any referred ballot measures and associated factual statements and information presentations related to the formation of an RTA; and a \$30,000 budget for legal advice and assistance related to RTA formation and associated funding questions.

(c) **Additional Funding Contributions:** The parties to the MOU may consider funding additional activities such as political polling by mutual agreement at a later date.

9. **ADMINISTRATIVE SUPPORT.** The Eagle County Regional Transportation Authority ("ECRTA"), as a department of Eagle County Government and the current regional transportation provider, has been engaged in the planning, design, and development of a regional transit system for Eagle County. ECRTA will provide administrative, technical and planning assistance to the RTA Formation Committee until the establishment of a statutory RTA, with assistance from other entities as may be mutually agreed. ECRTA's responsibilities may include the following:

- (a) Assist the RTA Formation Committee in engaging professional and consulting services to manage the work of the RTA Formation Committee;
- (b) Act as the fiscal agent of funds received from the signatory municipalities of this MOU;
- (c) Disperse appropriate payments of funds for services rendered specifically to the RTA Formation Committee, including those of contracted consultants;
- (d) Serve as the applicant for any appropriate grant funding opportunities for which the RTA Formation Committee may be eligible for its work;

10. **TERM.** The term of this MOU shall end on November 1, 2022 unless the parties to this MOU extend the term of this MOU by written agreement. All committees created by this MOU shall be deemed disbanded upon termination of the MOU.

11. **TERMINATION.** Any party may terminate its participation in this MOU by delivering fourteen (14) days written notice to the elected board or council for the other participating entities.

12. **TABOR.** This MOU shall not create any multi-year fiscal obligation of any party to this MOU and any funding contribution or other financial commitment shall be subject to annual budget and appropriation of each party.

[SIGNATURE PAGES FOLLOW]

EAGLE COUNTY

BY: _____

Date: _____

ATTEST: _____

TOWN OF AVON

BY: _____
Sarah Smith Hymes, Mayor

Date: _____

ATTEST: _____
Brenda Torres, Town Clerk

TOWN OF RED CLIFF

BY: 

Date: 9-7-21

ATTEST: 



TOWN OF VAIL

BY: _____

Date: _____

ATTEST: _____