

**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 GYPSUM, COLORADO**

**TOWN OF MINTURN, COLORADO**

**TOWN OF RED CLIFF, COLORADO**

and

**TOWN OF VAIL, COLORADO**

Dated as of [           , 2022]

Providing for the establishment of the “Eagle Valley Transportation Authority” as a Colorado Regional Transportation Authority pursuant to the Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

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**EAGLE VALLEY TRANSPORTATION AUTHORITY**

**INTERGOVERNMENTAL AGREEMENT**

**THIS EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT** (this “Agreement”) is entered into as of [09, 2022] by and among the **BEAVER CREEK METROPOLITAN DISTRICT, the TOWN OF AVON, COLORADO; EAGLE COUNTY, COLORADO; the TOWN OF EAGLE, COLORADO; the TOWN OF GYPSUM, COLORADO; the TOWN OF MINTURN, COLORADO; the TOWN OF RED CLIFF, COLORADO; and the TOWN OF VAIL, COLORADO** (together the “Initial Signatories”).

**RECITALS**

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the “Act”), Colorado counties, municipalities, and special districts with street improvement, safety protection, or transportation powers, are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth therein, are authorized to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to Title 29, Article 1, Part 2 of the Colorado Revised Statutes, as amended (the “Intergovernmental Relations Statute”), and Article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so;

WHEREAS, the Initial Signatories are a Colorado county, a Colorado special district, and certain Colorado municipalities located within the boundaries of Eagle County that desire to form a regional transportation authority to serve the greater Eagle River Valley community pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating, and maintaining regional transportation systems;

WHEREAS, enhancing regional transportation services for Eagle County residents, businesses and visitors is a crucial step in meeting the communities’ workforce, economic and climate goals, and regional transportation services support Eagle County socially and economically, helping employees get to work safely and visitors to enjoy their Eagle County experience;

WHEREAS, the signatories of this Agreement wish to work toward collaborative solutions that will increase transportation and transit options throughout the greater Eagle River Valley, as well as increase air connections to the Eagle River Valley;

WHEREAS, extensive input from local businesses, employees, nonprofits and community members have made clear that the creation of a Regional Transportation Authority (“RTA”) is a desirable way to plan, finance, implement and operate a more comprehensive regional transportation system that better meets the needs of communities;

WHEREAS, an RTA serving the greater Eagle River Valley is poised to improve transit service, increase ridership and efficiency across the valley’s existing transit agencies, provide affordable or free transit to the valley’s visitors and employee base, strengthen the connection between the valley’s different communities, and advance local climate action goals by reducing car trips and increasing the use of low or zero emission public transportation; and

WHEREAS, transit services promote independent living for the elderly and the disabled by providing essential links to medical, social and other services, and the region recognizes the need to improve mobility options for all segments of the population;

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

**Section 1.01 Definitions from the Act.** The following terms shall, when capitalized, have the meanings assigned to them in Section 602 of the Act: “Bond,” “Construct,” “Construction,” “County,” “Municipality,” “Person,” “Regional Transportation Activity Enterprise,” “Regional Transportation System,” and “State”.

**Section 1.02 Other Definitions.** The following terms shall, when capitalized, have the following meanings:

“*Act*” is defined in the Recitals.

“*Advisory Committee*” means two or more persons appointed by the Board pursuant to Article 4 of this Agreement for the purpose of providing advice to the Board.

“*Agreement*” means this Eagle Valley Transportation Authority Intergovernmental Agreement, as amended from time to time in accordance with the terms contained herein.

“*Alternate Director*” means any person appointed as an Alternate Director pursuant to Section 3.03 of this Agreement.

“*Authority*” means the Eagle Valley Transportation Authority, a separate political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

“*Authority Sales Tax*” means a sales tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(1) of the Act.

“*Authorized Transportation Projects*” refers to the Regional Transportation Systems projects described in Appendix C of this Agreement, as such projects may be amended from time to time in accordance with Article 6 of this Agreement.

“*Ballot Question*” refers to any of the questions listed in Section 2.04(a)(i)-(viii) of this Agreement, and shall mean a “Ballot Issue,” as defined in Title 1, Article 1, Part 104(2.3), Colorado Revised Statutes, as amended. The Ballot Question for each of the Initial Signatories are collectively referred to as the “Ballot Questions.”

“*Board*” means the Board of Directors of the Authority.

“*Boundaries*” means the boundaries of the Authority illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement, as such Appendices may be amended from time-to-time in accordance with Article 12 of this Agreement.

“*CDOT*” means the Colorado Department of Transportation.

“*Director*” means any person appointed as a Director pursuant to Section 3.02 of this Agreement. Whenever the person appointed as a Member’s Director is absent from a Board meeting, the term “Director” shall mean the Alternate Director, if any, appointed by such Member pursuant to Section 3.03 of this Agreement.

“*Division of Local Government*” means the Division of Local Government in the State Department of Local Affairs.

“*ECRTA*” means the Eagle County Regional Transit Authority (Fund 1151) which operates Eagle County’s current ECO Transit public transportation service, and which is also referred to in this Agreement as “ECO Transit.”

“*Election*” means the November 8, 2022, general election, at which the Ballot Questions seeking the voter approvals described in Section 2.04(a) of this Agreement are to be submitted by the Initial Signatories.

“*Governing Body*” means, when used with respect to a Member, the town council, board of trustees, board of commissioners, board of directors, or other legislative body, as appropriate, of such Member.

“*Initial Boundaries*” means the Boundaries of the Authority on the date the Authority is originally established pursuant to Article 10.01 of this Agreement, as such Initial Boundaries are illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement.

“*Initial Members*” means the Initial Signatories who become Members on the date on which the Authority is originally established pursuant to Section 2.05 of this Agreement.

“*Initial Signatories*” means the county, special district, and municipalities that are signatories to this Agreement in its original form.

“*Intergovernmental Relations Statute*” is defined in the Recitals.

“*Member*” means (a) the Initial Members and (b) the State or any Municipality or County or special district that becomes a member of the Authority pursuant to Section 9.03 of this Agreement.

“*MOU*” means the Memorandum of Understanding Establishing a Regional Transit Authority Formation Committee entered into by and among the Initial Signatories for the purpose of researching and proposing the structure of an RTA to serve the greater Eagle River Valley community.

“*Officer*” means the Chair, Vice Chair, Secretary, Treasurer or Executive Director of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority by the Board.

“*Regional Transportation Systems*” shall have the meaning given to it in Section 602(16) of the Act.

“*Transition Plan*” shall have the meaning given to it in Section 8.03(a) of this Agreement.

## **ARTICLE 2 ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS**

**Section 2.01 Establishment.** A regional transportation authority to be known as the “Eagle Valley Transportation Authority” shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by this Agreement among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

(a) each Initial Member (i) has held at least two public hearings on the subject of this Agreement in accordance with Section 603(3) of the Act; and (ii) has executed this Agreement, which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Member has held the public hearings required by Section 603(3) of the Act and that the Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement;

(b) this Agreement has been submitted for approval, and has been approved by, a majority of the registered electors residing within the boundaries of the Initial Members at the time of the Election who voted in the Election, which, for purposes of the Election, shall be determined based on the votes cast on the Ballot Questions approved by the registered electors voting on the Ballot Questions that approve the participation in the Authority; and

(c) the Director of the Division of Local Government has issued a certificate pursuant to Section 603(1) of the Act stating that the Authority has been duly organized according to the laws of the State.

**Section 2.02 Purpose.** The purpose of the Authority is to plan, finance, implement, and operate an efficient, sustainable, and regional public multimodal transportation system at any location or locations within or without the Boundaries of the Authority, and exercise any or all other powers authorized by, and subject to compliance with, the Act.

**Section 2.03 Boundaries.** Subject to Section 2.05 and any amendment to reflect to outcome of the Ballot Questions, the Initial Boundaries of the Authority shall be as illustrated in Appendix A-1 and described in Appendix A-2 of this Agreement. For any territory included or annexed in the boundaries of a Member, the Boundaries shall automatically be amended to include such territory that has been included or annexed into the boundaries of the Member (for taxation purposes, as if such territory was included in the Boundaries of the Authority because the territory is included in the boundaries of such Member).

**Section 2.04 Voter Approval.**

(a) The Initial Signatories agree to submit Ballot Questions seeking voter approval of the establishment of the Authority; the baseline funding of the Authority in accordance with Article 7 and the exemption of certain Authority revenues from the revenue limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) at the Election. Eight separate questions, which are hereafter referred to by the names indicated below and drafts of which are attached of this Agreement as Appendixes B-1 through B-8, shall be submitted to the registered electors residing within the following described areas within the boundaries of the Initial Signatories:

(i) the “Avon Question,” a draft of which is attached hereto as Appendix B-1, shall be submitted to the electors of the Town of Avon;

(ii) the “Beaver Creek Question,” a draft of which is attached hereto as Appendix B-2, shall be submitted to the electors of the Beaver Creek Metropolitan District;

(iii) the “Eagle Question,” a draft of which is attached hereto as Appendix B-3, shall be submitted to the electors of the Town of Eagle;

(iv) the “Gypsum Question,” a draft of which is attached hereto as Appendix B-4, shall be submitted to the electors of the Town of Gypsum;

(v) the “Minturn Question,” a draft of which is attached hereto as Appendix B-5, shall be submitted to the electors of the Town of Minturn;

(vi) the “Red Cliff Question,” a draft of which is attached hereto as Appendix B-6, shall be submitted to the electors of the Town of Red Cliff;

(vii) the “Vail Question,” a draft of which is attached hereto as Appendix B-7, shall be submitted to the electors of the Town of Vail; and

(viii) the “Unincorporated Eagle County Question,” a draft of which is attached hereto as Appendix B-8, shall be submitted to the electors of the unincorporated area of Eagle County within the boundaries described in Appendix A-2, exclusive of electors residing in the municipalities and special district that are Initial Signatories of this Agreement.

(b) With the intent to put forth these measures as a coordinated election under the administration of the Eagle County Clerk and Recorder, the Governing Body of the Initial Signatory named in the title of each Ballot Question shall take all actions necessary to submit such Ballot Question to the appropriate registered electors at the Election. Each Ballot Question submitted to the registered election shall be consistent with the terms of this Agreement and the corresponding draft Ballot Question attached in Appendices B-1 through B-8. The designated election official for a coordinated election shall be the Eagle County Clerk and Recorder.

(c) The costs of conducting the Election shall be payable by each Initial Signatory in the following proportions:

- (i) 10.76% by the Town of Avon;
- (ii) 0.87% by the Beaver Creek Metropolitan District;
- (iii) 16.12% by the Town of Eagle;
- (iv) 15.56% by the Town of Gypsum;
- (v) 2.66% by the Town of Minturn;
- (vi) 0.84% by the Town of Red Cliff;
- (vii) 13.66% by the Town of Vail; and
- (viii) and 39.53% by Eagle County.

**Section 2.05 Initial Members.**

(a) Subject to Section 2.05(b) of this Agreement, the Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the Ballot Questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to this Agreement:

(i) the Town of Avon will be an Initial Member if the Town of Avon electors approve the Avon Question;

(ii) the Beaver Creek Metropolitan District will be an Initial Member if the Beaver Creek Metropolitan District electors approve the Beaver Creek Question;

(iii) the Town of Eagle will be an Initial Member if the Town of Eagle electors approve the Eagle Question;



(iv) the Town of Gypsum will be an Initial Member if the Town of Gypsum electors approve the Gypsum Question;

(v) the Town of Minturn will be an Initial Member if the Town of Minturn electors approve the Minturn Question;

(vi) the Town of Red Cliff will be an Initial Member if the Town of Red Cliff electors approve the Red Cliff Question;

(vii) the Town of Vail will be an Initial Member if the Town of Vail electors approve the Vail Question; and

(viii) Eagle County will be an Initial Member if the electors within the unincorporated area of Eagle County described in Section 2.04(a)(viii) approve the Unincorporated Eagle County Question.

(b) The Initial Signatories agree that in order for the Regional Transportation Systems to be efficiently and effectively provided within the Authority's service area, participation of each of the Town of Avon, the Beaver Creek Metropolitan District, Eagle County, and the Town of Vail, is essential. This Agreement will terminate automatically and be of no further force and effect if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question do not each approve their respective ballot questions at the Election.

### **ARTICLE 3 BOARD OF DIRECTORS**

**Section 3.01 Establishment and Powers.** The Authority shall be governed by a Board of Directors as described in this Article 3. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority. Subject to the provisions of this Agreement, the Board may delegate or prescribe the performance of any of its powers to any Director, Officer, employee or agent of the Authority with sufficient direction to comply with the non-delegation doctrine.

**Section 3.02 Directors.** The Board shall be composed of one Director appointed by each Member.

**Section 3.03 Alternate Directors.** In addition to the Director appointed by it, each Member shall appoint an Alternate Director who shall be deemed to be such Member's Director for all purposes, including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting, or in the event such Director has resigned or been removed and no replacement Director has been appointed.

**Section 3.04 Appointment of Directors and Alternate Directors.** As required by Section 603(2)(b)(1) of the Act, the Director and the Alternate Director appointed by a Member shall both be members of the Governing Body of such Member, and shall be appointed as a Director or Alternate Director by the Governing Body of such Member.

**Section 3.05 Terms of Office.** The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

**Section 3.06 Resignation and Removal.** Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

**Section 3.07 Vacancies.** Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the vacant office was originally filled pursuant to Sections 3.02 through 3.04 of this Agreement.

**Section 3.08 Compensation.** Directors and Alternate Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

**Section 3.09 Meetings, Notice.** The Board shall annually establish times for regular meetings of the Board, which shall meet no less than quarterly. The Board may additionally call special meetings as it deems necessary or desirable. Meetings will be held at the location as may from time to time be designated by the Board. Public notice of meetings shall be posted in the locations established by the Board, in accordance with the Colorado Open Meetings Law, Section 24-6-401 *et seq.*, Colorado Revised Statutes, as amended. Except in the case of special or emergency meetings where such advance notice is not practicable, the Authority shall provide at least 48 hours' advance notice of meetings to each Director and Alternate Director and to the Governing Body of each Member.

**Section 3.10 Resolutions, Quorum.** All actions of the Board shall be by resolution, which may be written or oral, approved at a meeting that is open to the public according to the voting requirements set forth in Section 3.11. At least a quorum shall be necessary to take any Board action and at least two-thirds of all Directors then in office who are eligible to vote thereon will be required for action pursuant to Section 3.11(a). A quorum shall mean a number of Directors greater than half the total number of Directors then in office (which, if all Initial Signatories become Initial Members, will be six of the eight initial Directors). The Board may establish bylaws setting forth specific requirements for electronic participation by a Director in a meeting, including requirements for a Director participating electronically to be considered "present" for purposes of establishing a quorum and voting on agenda items, among other topics.

**Section 3.11 Voting Requirements.**

(a) Except as otherwise provided in subsection (b) of this Section and Article 12 of this Agreement, resolutions of the Board shall be adopted upon the affirmative vote of at least two-thirds of the Directors then in office who are eligible to vote thereon (which, if all Initial Signatories become Initial Members and no Director is ineligible to vote, will be six of the eight initial Directors).

(b) Provided a quorum is present, the following actions shall be approved upon the affirmative vote of a majority of the Directors of the Board then present who are eligible to vote thereon:

(i) administrative approvals such as setting meeting locations and times and ministerial actions required for the Authority's compliance with applicable law;

(ii) approvals authorized by bylaws or rules previously approved by the Board;

(iii) approval of contracts for expenditures included in an annual budget previously approved by the Board;

(iv) approval of contracts for transportation services included in an annual budget previously approved by the Board;

(v) approval of contracts for the assumptions of existing facilities and transportation infrastructure, or the development of new facilities and transportation infrastructure, included in an annual budget previously approved by the Board; and

(vi) other actions that are reasonably incidental to prior Board approvals made under subsection (a) of this Section.

**Section 3.12 Special Rules Regarding Adoption of the Authority's Annual Budget.** Notwithstanding Section 3.10 of this Agreement, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.10 of this Agreement by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is so adopted, the Authority's budget for such year shall be the prior year's budget, with no new capital expenditures or adjustments to services to be provided until such time that a new annual budget is approved by the Board. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.15 of this Agreement.

**Section 3.13 Director Conflicts of Interest.** Notwithstanding any other provision of this Agreement, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with Sections 18-8-308 and 24-18-101 *et seq.*, Colorado Revised Statutes, as amended.

**Section 3.14 Powers of the Board.** The Board shall, subject to the limitations set forth of this Agreement, have (a) all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by Sections 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

**Section 3.15 Bylaws and Rules.** The Board, acting by resolution adopted as provided for in Section 3.10 and Section 3.11 of this Agreement, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing,

and procedures for the resolution of issues on which a two-thirds majority cannot be obtained in accordance with Section 3.11(a) of this Agreement.

**Section 3.16 Additional Directors.** If at any time there are four or fewer Members, then, notwithstanding any other provision of this Agreement, in order to comply with the provisions of Section 603(2)(b)(1) of the Act requiring at least five Directors, the Directors representing the remaining Members shall, by unanimous consent, appoint such additional Directors and Alternate Directors as are necessary for there to be five Directors, and may likewise remove such Directors and Alternative Directors by consensus of the Directors appointed directly by the Members. If such remaining Directors are unable to reach unanimous consent, each Member shall appoint a second Director, until the total number of Members exceeds five at which time each Member shall revert to appointing a sole Director.

**Section 3.17 References.** All references of this Agreement to the Director and Alternate Director of a Member shall be deemed to refer to the initial and the additional Director and Alternate Director, as appropriate, appointed by such Member.

#### **ARTICLE 4 ADVISORY COMMITTEES**

The Board may appoint, maintain, and/or disband one or more Advisory Committees at any time in order to advise the Board with respect to policy and service matters. Advisory Committees shall not be authorized to exercise any power of the Board.

#### **ARTICLE 5 OFFICERS**

**Section 5.01 Generally.** The Board shall appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be Directors. Other Officers may, but need not, be Directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All Officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article 5.

**Section 5.02 Chair.** The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for

the office of the chair of the board of directors of entities such as the Authority, and as the Board may otherwise prescribe.

**Section 5.03 Vice Chair.** The Vice Chair shall be the Officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

**Section 5.04 Secretary.** The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal (if any), be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

**Section 5.05 Treasurer.** The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for ensuring the timely preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give or authorize receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall ensure that full and accurate records of the receipts and disbursements are maintained, and shall ensure that all moneys and other valuables are deposited in such depositories as shall be designated by the Board. The Treasurer shall ensure deposit and investment of all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

**Section 5.06 Executive Director.** The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

**Section 5.07 Resignation and Removal.** Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

**Section 5.08 Changes to Authority, Powers and Duties.** Notwithstanding any other provision of this Article 5, the Board at any time may expand, limit or modify the authority, powers and duties of any Officer or employee.

**Section 5.09 Vacancies.** Vacancies in the office of any Officer or employee shall be filled in the same manner in which such office was originally filled.

**Section 5.10 Compensation.** The Authority shall determine and may compensate Officers and employees who are not Directors or Alternate Directors for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

## **ARTICLE 6 POWERS OF THE AUTHORITY**

**Section 6.01 General Grant of Powers.** The Authority shall, subject to the limitations set forth in this Agreement, have (i) all of the powers granted to regional transportation authorities by the Act and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

**Section 6.02 Specific Responsibilities.** In addition to the general powers described in Section 6.01 of this Agreement, the Authority shall have the responsibilities described in this Section and shall have all powers necessary or convenient to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 of this Agreement.

(a) Regional Transportation Systems. The Authority shall coordinate and may operate and fund Regional Transportation Systems and provide such related services as are necessary in order to effect the Authorized Transportation Projects described in Appendix C, as may be amended from time to time in accordance with Article 12 of this Agreement.

(b) Regional Transportation Planning. The Authority shall engage in annual regional transportation planning to direct the implementation of Regional Transportation Systems, pursue local, state, or federal funding, and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

(c) Regional Transportation Demand Management. The Authority shall develop plans, programs, and materials to support individuals and employers in their efforts to reduce single-occupancy vehicle trips and mitigate climate impacts in Eagle County, in coordination with local jurisdictions, CDOT, the Northwest Colorado Council of Governments, the I-70 Coalition, and other relevant organizations.

(d) Enhance Local, State, and Federal Coordination.

(i) The Authority shall represent the Eagle Valley region with regard to state and federal legislation affecting available funding to support regional transit operations and with regard to legislation affecting operations.

(ii) The Authority shall coordinate with CDOT and federal governing agencies to enhance regional transit, including but not limited to, improvements to connections to the Authority area via Bustang and other statewide bus programs and increased air service to the Eagle County Regional airport.

(e) First-Last Mile Solutions. The Authority may study, design, financially support, and implement, with partnerships as appropriate, first and last mile improvements to enhance transit ridership, including but not limited to park and rides, pedestrian crossings, and regional innovative mobility programs such as regional e-bike sharing, on-demand microtransit, and community vanpools.

(f) Contract Transit Services.

(i) The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.

(ii) The Authority will initially enter into contracts with Eagle County for the continuation of ECO Transit service during the ECRTA Transition Period (as set out more specifically in Article 8 below) and shall reasonably cooperate with Eagle County to provide for the continuation of employment for personnel currently employed by Eagle County in the provision of transit services within the Boundaries of the Authority during the ECRTA Transition Period, and on eventual transition to employment by the Authority, as further described in the Transition Plan (defined in Section 8.03).

(g) Local Service. The Authority may fund services that operate solely within the boundaries of a single Member (as distinguished from regional services) but, except as otherwise specifically provided in this Agreement, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis used to determine costs of Authority services throughout the Authority's service area.

(h) Transportation Related Infrastructure. The Authority may assume the maintenance of existing facilities and may develop new facilities, including but not limited to park-and-rides, transit stops, vehicle maintenance garages, other transit and rail infrastructure, trails, or other necessary infrastructure related to operations under the purview of the Authority.

(i) Planning, Construction, and Maintenance of Regional Trails and Pedestrian Infrastructure.

(i) The Authority shall provide planning and funding support for regional public trail maintenance, improvement, and construction, in cooperation with Members,

advisory groups and other agencies, including but not limited to the U.S. Forest Service, the Bureau of Land Management, and CDOT. The Authority will place emphasis on multi-modal transportation-oriented trails that provide improved accessibility and connections between transit nodes, population centers, and communities.

(ii) The Authority may plan for transitioning the operations, maintenance, capital improvements, and funding required for Eagle County's ECO Trails partnership, including the Eagle Valley Trail, after completion of all currently planned sections and no sooner than December 31, 2024, all in accordance with the Transition Plan.

(j) Contract Air Services. The Authority may enter into contracts with commercial air service carriers for the provision of air services in the manner and subject to the terms of such contracts.

(k) Roadway Improvements. In recognition of the proposed EGE Airport Interchange's benefit to countywide transportation and its location as a potential future statewide multimodal transportation hub, the Authority shall provide financial support for the construction of an EGE Airport interchange, including the commitment of at least \$12 million in funds, subject to appropriation and/or voter approval of other funding mechanisms therefor in the discretion of the Board of the Authority. Such funds are to be combined with local matching funds in support of the pursuit of state and federal grant funds. The Authority's contribution of such funds shall be conditioned upon the interchange sponsors first securing all other required funds for construction of the EGE Airport Interchange from available federal, state, and local funding sources, and the Gypsum Question first being approved by the electors of the Town of Gypsum. The Authority's role with regard to the EGE Airport Interchange would be limited to providing funds for construction as described in this Section.

**Section 6.03 Limitations on Powers of the Authority.** Notwithstanding Sections 6.01 and 6.02 of this Agreement, the powers of the Authority shall be limited as follows:

(a) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to Section 20(4)(h) of Article X of the State Constitution shall take effect unless first submitted to a vote in accordance with Section 612 of the Act;

(b) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County, Municipality or special district Member where the proposed tax or fee would be imposed in accordance with Section 613 of the Act; and

(c) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with Section 614 of the Act.

**Section 6.04 Limitations.** If any portion of the Regional Transportation System alters the physical structure of or negatively impacts the safe operation of any state or local transportation improvement, the Authority shall, upon the request of the Governing Body of the jurisdiction impacted by the transportation improvement, in order to ensure coordinated transportation planning, efficient allocation of resources, and the equitable sharing of costs, enter into an



intergovernmental agreement between the Authority and such jurisdiction concerning the applicable portion of the Regional Transportation System before commencing physical construction of that particular improvement.

## ARTICLE 7 FUNDING THE AUTHORITY

**Section 7.01 Baseline Funding.** The baseline funding of the Authority shall be provided from the following sources:

(a) Initial Authority Sales Tax. Subject to Section 2.05(b) of this Agreement, in the event of and upon approval by the registered electors of the Ballot Question for such Member, a sales tax of one-half percent (0.5%) shall be imposed in all areas within the boundaries of such Member.

(b) Existing Eagle County 0.5% Transportation Sales Tax. Section 611(b) of the Act authorizes any county, municipality, or special district that is a Member to pledge any legally available funds to the Authority to assist in the financing, construction, operation, or maintenance of a regional transportation system by the Authority. Pursuant to this authorization, Eagle County shall pay to the Authority a proportion of the proceeds of the existing Eagle County 0.5% Transportation Sales Tax (the "Existing ECO Transit Tax"), previously authorized by the voters to finance, construct, operate or maintain a mass transportation system within Eagle County and currently allocated to ECRTA operations, that is accrued on and after January 1 of the year following the Effective Date of this Agreement, exclusive of all amounts collected in the areas of Eagle County that are within the boundaries of the Roaring Fork Transportation Authority. The proportion of the Existing ECO Transit Tax that is to be paid to the Authority shall be no less than 85% and no more than 90% of the total sum collected in Eagle County, in order to allow Eagle County to continue to meet its obligations to the ECO Trails program. To the extent required by law, the obligation of Eagle County to make such payments may be subject to annual appropriation by the Board of County Commissioners of Eagle County. The Authority shall apply revenues that it receives pursuant to this pledge solely for the financing, construction, operation, or maintenance of mass transportation systems within Eagle County, and such revenues shall not be used for air-service related purposes. The pledge of such revenues by Eagle County shall be a contribution of funds in support of services provided by the Authority and shall not be deemed to be a contract for the provision of mass transportation services.

**Section 7.02 Discretionary Member Contributions.** A Member may, at its sole discretion, offer to make cash contributions to the Authority, provide in-kind services to the Authority, or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). If a Member offers to make a Discretionary Member Contribution, the Authority may, subject to Board approval on a case-by-case basis in its discretion, provide additional transportation services within the boundaries of such Member with a value, or grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equivalent to the Discretionary Member Contribution.

**Section 7.03 Pursuit of Grants.** The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital costs, long range planning and environmental review, and major capital improvements. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

**Section 7.04 Capital Projects and Bonds.** The Authority may fund capital projects by the issuance of Authority Bonds pursuant to Section 609 of the Act if voter approval is obtained for the issuance of such Bonds as required by Section 612(2) of the Act; through lease-purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of, State and federal law; or through one or more agreements with one or more Members. Bond issuances by any Regional Transportation Enterprise formed by the Board pursuant to Section 606 of the Act do not require voter approval.

**Section 7.05 No Implied Limits on Powers.** Except as otherwise specifically provided, no provision of this Article 7 shall limit the Authority's powers under the Act.

## **ARTICLE 8 REORGANIZATION**

**Section 8.01 Reorganization Plan.** The Authority and Eagle County will undertake best efforts to transfer all assets and liabilities of ECRTA that are to be transferred to the Authority in accordance with this Article 8 and the Transition Plan within a 24-month period from the date of the Election authorizing establishment of the Authority (the "ECRTA Transition Period.").

**Section 8.02 ECRTA Transition Period.** During the ECRTA Transition Period, the Authority will undertake the following:

(a) The Authority will assume responsibility for the services provided by ECRTA and will begin receipt of transfers of the operating revenues of ECRTA (as distinguished from the contributions to the Roaring Fork Transportation Authority by its members) from Eagle County no later than January 1 of the year following formation of the Authority in accordance with Section 7.01(b) of this Agreement and the Transition Plan; provided, however, that the Authority may not allocate such revenues to any purpose other than funding of services provided by ECRTA, including payments under any contract with Eagle County referred to herein for services of employees or other assets of ECRTA, in order to ensure continuity of ECO Transit services during the ECRTA Transition Period as the provision of such services, and the transfer of assets and liabilities, transition from Eagle County to the Authority over such period.

(b) For the purpose of continuity, the existing ECRTA Advisory Board shall be constituted as an Advisory Committee pursuant to Article 4 of this Agreement for the purpose of advising the Authority's initial Board with respect to the transition of ECRTA services throughout the ECRTA Transition Period. The Authority Board may add or remove members of the ECRTA Advisory Board as provided for in this Agreement.

(c) Either directly or by contract with Eagle County or others, the Authority shall use best efforts to:

(i) maintain continuity of the existing ECO Transit regional transit services provided by ECRTA within the Authority Boundaries and to neighboring jurisdictions, without any significant changes in routes, schedules, or equipment, during the ECRTA Transition Period, except as provided for in the Transition Plan;

(ii) continue ongoing transportation planning efforts;

(iii) enter into or assume contracts for transit services ECRTA currently provides to other Eagle County departments or entities no later than the end of the ECRTA Transition Period; and

(iv) accommodate Member requests for additional or new local services on the same fully allocated cost basis used to determine the cost of Authority services throughout the Authority service area;

(d) The Authority will assist Eagle County to cause all relevant Eagle County assets, liabilities, personnel, contracts, and operations to be formally transferred and assigned to the Authority, and to enter into any required intergovernmental agreement, leases, or other contractual arrangements to enable such transfers or assignments, prior to the conclusion of the ECRTA Transition Period; and

(e) The ECRTA Transition Period will be deemed concluded when all issues set forth in the Transition Plan (defined in Section 8.03) have been addressed to the satisfaction of the Board and Eagle County.

### **Section 8.03 Transition Plan.**

(a) The Authority and Eagle County shall use their best efforts to implement a "Transition Plan," substantially consistent with the framework set forth in the Transition Plan Framework attached hereto and incorporated herein as Appendix D, in order to implement the provisions of this Article 8. The Transition Plan will specify how merger issues, including those related to human resources, employee benefits, insurance, transfer of ECRTA assets, contractual relationships (e.g. with the Town of Vail and the Town of Avon), and matters concerning the allocation of operating and capital costs and resources will be resolved. The Transition Plan will be approved, and may be subsequently amended, by mutual agreement of the Authority and Eagle County, which approval and modifications shall not constitute an amendment to this Agreement and may be approved by the Authority Board as provided for under Section 3.11(a).

**Section 8.04 Maintenance of Effort.** It is the intent of Eagle County that the Authority continue to maintain countywide transit services following the completion of the Transition Period using the revenues generated by the Existing ECO Transit Tax. Any significant reduction to the geographic coverage of service or service standards, as compared to the services provided by ECO Transit during the Transition Period, shall require the prior consent of Eagle County.

## ARTICLE 9 MEMBERS

**Section 9.01 Initial Members.** The Initial Members shall be the Initial Signatories whose participation in the Authority is approved at the November 8, 2022, election as described in Section 2.05 of this Agreement.

**Section 9.02 Withdrawal of Initial Members.**

(a) Following establishment of the Authority, a Member may withdraw from the Authority only if the Member's withdrawal is approved at an election by a majority of the electors voting thereon.

(b) If a Member withdraws from the Authority pursuant to subsection (a) of this Section:

(i) the territory within the boundaries of such Member will be excluded from the Boundaries of the Authority;

(ii) subject to Section 9.02(c), the taxes relevant to that Member shall not be levied after the effective date of such withdrawal; and

(iii) the obligations of such Member set forth in this Agreement shall terminate.

(c) If a Member withdraws from the Authority while the Authority has any Bonds outstanding, it shall continue to levy taxes within its boundaries after the effective date of such withdrawal for the period such Bond obligations remain outstanding, or as provided for in the applicable financing documents.

(d) Members may only withdraw from the Authority in the manner, and subject to the conditions, set forth in this Section.

**Section 9.03 Additional Members.** Any county, municipality, or special district with street improvement, safety protection, or transportation powers, or a portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

(a) the adoption of a resolution of the Board in accordance with Section 3.11(a) of this Agreement, the effectiveness of which may be conditioned upon compliance by such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;

(b) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and

(c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statute or any other applicable law.

## **ARTICLE 10 TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION**

**Section 10.01 Effective Date.** The term of this Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 of this Agreement have been satisfied.

### **Section 10.02 Termination.**

(a) The term of this Agreement shall end when all the then-current Members agree in writing to terminate this Agreement.

(b) This Agreement may not be terminated so long as the Authority has any Bonds outstanding.

**Section 10.03 Distribution of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 10.02 of this Agreement, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

(a) the amount of cash and the value of property and services contributed by each such Member to the Authority pursuant to Article 7 and 8 of this Agreement minus the amount of cash and the value of property previously distributed to them by the Authority; and

(b) the total amount of Authority taxes or other charges (other than fares) paid by such Member's residents, during the period of time such party was a Member, to the Authority pursuant to the Authority's exercise of the powers granted to it pursuant to the Act, with taxes or other charges paid by residents of areas of counties that are also located within a municipality or special district allocated 100% to the municipality or special district for such purposes.

## **ARTICLE 11 DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES**

**Section 11.01 Authority Obligations.** The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer, member of a Committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant

to this Article 11 shall be limited to funds of the Authority available for such purpose, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of this Article 11 in the bylaws of the Authority.

## **ARTICLE 12 AMENDMENTS**

**Section 12.01 Amendments Generally.** This Agreement, except as may be limited in this Article 12, may be amended only by resolution of the Board and upon unanimous consent of all Members minus one. Such consent shall first be manifested by a majority affirmative vote of the Governing Bodies of each Member.

**Section 12.02 Amendments to Boundaries.** Except as provided in Section 2.03 of this Agreement, the Initial Boundaries illustrated in Appendix A-1 and described in Appendix A-2, may be amended in accordance with Section 12.01 of this Agreement and with the required approval of the registered voters of any county, municipality or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, the boundaries may not include territory within the boundaries of a municipality that is not a Member without the consent of the governing body of such municipality, and may not include territory within the unincorporated boundaries of a county that is not a Member without the consent of the governing body of such county.

**Section 12.03 Modification of Appendices B-1 through B-8.** Notwithstanding any other provision of this Agreement, the Ballot Questions attached hereto as Appendix B-1 through B-8 may not be modified by the Governing Body of the Initial Signatory responsible for submitting such Ballot Question to the electors as provided in Section 2.04 of this Agreement.

## **ARTICLE 13 MISCELLANEOUS**

**Section 13.01 Adoption and Execution of Agreement in Accordance with Law.** Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

**Section 13.02 Parties in Interest.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon any Person other than the Initial Signatories and the Members any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Initial Signatories and the Members.

**Section 13.03 No Personal Liability.** No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant, or employee of any Member in his or her individual capacity.

**Section 13.04 Notices.** Except as otherwise provided in this Agreement, all notices, certificates, requests, requisitions, or other communications by the Authority, any Member, any Director, any

Alternate Director, any Officer, or any member of a Committee to any other such person pursuant to this Agreement shall be in writing; shall be sufficiently given and shall be deemed given when actually received, in the case of the Authority and officers of the Authority, at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; and, unless a certain number of days is specified, shall be given within a reasonable period of time.

**Section 13.05 Assignment.** None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

**Section 13.06 Severability.** If any clause, provision, subsection, Section, or Article of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section, or Article shall not affect any of the remaining provisions of this Agreement.

**Section 13.07 Interpretation.** Subject only to the express limitations set forth in this Agreement, this Agreement shall be liberally construed to permit:

(a) the Authority and the Members to exercise all powers that may be exercised by a regional transportation authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute;

(b) the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and

(c) the Board to exercise all powers that may be exercised by the board of directors of a regional transportation authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

**Section 13.08 Governing Law.** The laws of the State shall govern the construction and enforcement of this Agreement. Venue for purposes of any litigation arising under this Agreement shall only be proper in the Eagle County District Court.

**Section 13.09 Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement. Counterparts may be executed either in original, facsimile, or electronic mail form, and each such facsimile or electronic mail signature shall have the efficacy of a signed original and may be used in lieu of the original for any purpose.

*[Remainder of page left intentionally blank. Signature pages follow.]*

TOWN OF AVON  
SIGNATURE PAGE  
to  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [       , 2022]

TOWN OF AVON, a municipal corporation

\_\_\_\_\_  
Sarah Smith Hymes, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Torres, Town Clerk



BEAVER CREEK METROPOLITAN DISTRICT

SIGNATURE PAGE

to

EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [           , 2022]

BEAVER CREEK METROPOLITAN  
DISTRICT

---

David Eickholt, President

TOWN OF EAGLE  
SIGNATURE PAGE  
to  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [       , 2022]

TOWN OF EAGLE

\_\_\_\_\_  
Scott Turnipseed, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jenny Rakow, Town Clerk

TOWN OF GYPSUM  
SIGNATURE PAGE  
to  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [       , 2022]

TOWN COUNCIL  
TOWN OF GYPSUM, COLORADO

\_\_\_\_\_  
Stephen M. Carver, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Becky Close, Town Clerk

TOWN OF MINTURN  
SIGNATURE PAGE  
to  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [           , 2022]

TOWN OF MINTURN

\_\_\_\_\_  
Mayor, Earle Bidez

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk, Jay Brunvard

TOWN OF RED CLIFF

SIGNATURE PAGE

to

EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

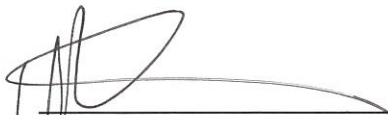
Dated as of [9/6, 2022]

TOWN OF RED CLIFF, COLORADO  
BOARD OF TRUSTEES

  
\_\_\_\_\_  
Duke Gerber, Mayor

Date: 9/6/2022

ATTEST:

  
\_\_\_\_\_  
Melissa Matthews, Town Clerk



TOWN OF VAIL  
SIGNATURE PAGE  
to  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [       , 2022]

TOWN OF VAIL

\_\_\_\_\_  
Kim Langmaid, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tammy Nagel, Town Clerk

EAGLE COUNTY  
SIGNATURE PAGE  
to  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
INTERGOVERNMENTAL AGREEMENT

Dated as of [       , 2022]

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

By: \_\_\_\_\_  
Matt Scherr, Chair

\_\_\_\_\_  
Jeanne McQueeney, Commissioner

\_\_\_\_\_  
Kathy Chandler-Henry, Commissioner

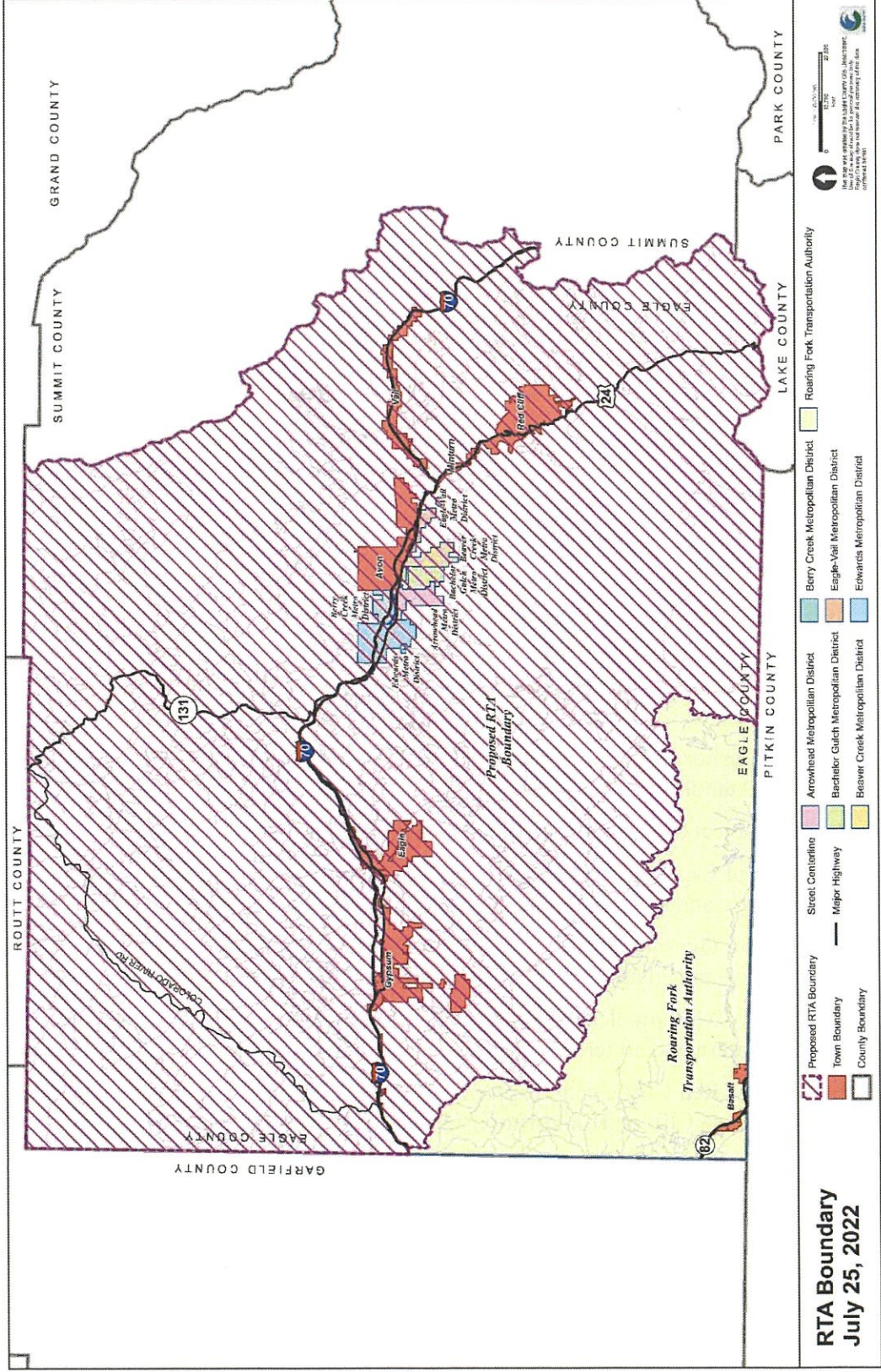
ATTEST:

\_\_\_\_\_  
Clerk to the Board of County  
Commissioners

**APPENDIX A-1**

**Authority Boundary Map**





**RTA Boundary  
July 25, 2022**

- Proposed RTA Boundary
- Town Boundary
- County Boundary
- Arrowhead Metropolitan District
- Bachelor Gulch Metropolitan District
- Beaver Creek Metropolitan District
- Berry Creek Metropolitan District
- Eagle-Vail Metropolitan District
- Edwards Metropolitan District
- Street Centerline
- Major Highway
- Roaring Fork Transportation Authority

0 0.5 1 1.5 2 2.5  
Miles

0 0.5 1 1.5 2 2.5  
Kilometers

North Arrow

Map data was prepared by the Eagle County GIS Department. Eagle County is not responsible for any errors or omissions on this map.

## APPENDIX A-2

### Authority Boundary Description

The Initial Boundaries of the Authority shall consist of:

1. In accordance with Section 2.05(b) of the Agreement, if the registered electors voting on each of the Avon Question, the Beaver Creek Question, the Vail Question, and the Unincorporated Eagle County Question each approve their respective ballot questions:
  - a. all territory within the Town of Avon and all territory subsequently annexed to the Town of Avon;
  - b. all territory within the Beaver Creek Metropolitan District and all territory subsequently included into the boundaries of the Beaver Creek Metropolitan District;
  - c. all territory within the Town of Vail and all territory subsequently annexed to the Town of Vail; and
  - d. all territory within Eagle County, excluding:
    - i. territory within the Town of Avon, the Beaver Creek Metropolitan District, the Town of Eagle, the Town of Gypsum, the Town of Minturn, the Town of Red Cliff, the Town of Vail; and
    - ii. territory within the boundaries of the Roaring Fork Transportation Authority; and
2. Additionally, subject to Section 2.05(b) of the Agreement:
  - a. if the Town of Eagle electors approve the Eagle Question, all territory within the Town of Eagle and all territory subsequently annexed to the Town of Eagle;
  - b. if the Town of Gypsum electors approve the Gypsum Question, all territory within the Town of Gypsum and all territory subsequently annexed to the Town of Gypsum;
  - c. if the Town of Minturn electors approve the Minturn Question, all territory within the Town of Minturn and all territory subsequently annexed to the Town of Minturn; and
  - d. if the Town of Red Cliff electors approve the Red Cliff Question, all territory within the Town of Red Cliff and all territory subsequently annexed to the Town of Red Cliff.

**APPENDIX B-1**

**BALLOT ISSUE [2A] – TOWN OF AVON**

**FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY**

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

## APPENDIX B-2

### BALLOT ISSUE [6A] – BEAVER CREEK METROPOLITAN DISTRICT

#### FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

### APPENDIX B-3

#### BALLOT ISSUE [2B] – TOWN OF EAGLE

##### FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

## APPENDIX B-4

### BALLOT ISSUE [2C] – TOWN OF GYPSUM

#### FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

**APPENDIX B-5**

**BALLOT ISSUE [2D] – TOWN OF MINTURN**

**FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY**

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?



**APPENDIX B-6**

**BALLOT ISSUE [2E] – TOWN OF RED CLIFF**

**FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY**

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?



## APPENDIX B-7

### BALLOT ISSUE [2F] – TOWN OF VAIL

#### FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

## APPENDIX B-8

### BALLOT ISSUE 1B – EAGLE COUNTY

#### FORMATION OF EAGLE VALLEY TRANSPORTATION AUTHORITY

SHALL EAGLE VALLEY TRANSPORTATION AUTHORITY (“EVTA”) TAXES BE INCREASED \$15,563,303 IN 2023 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM THE LEVY OF AN ADDITIONAL 0.50% SALES TAX (ONE CENT ON EACH TWO DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO; PROVIDED THAT SUCH TAX INCREASE SHALL COMMENCE ON JANUARY 1, 2023;

AND SHALL THE EVTA BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY INTERGOVERNMENTAL AGREEMENT (THE “EVTA IGA”) AS MAY BE AMENDED FROM TIME TO TIME BETWEEN EAGLE COUNTY, THE TOWNS OF AVON, EAGLE, GYPSUM, MINTURN, RED CLIFF, AND VAIL, AND BEAVER CREEK METROPOLITAN DISTRICT, FOR THE PURPOSES OF PROVIDING ENHANCED REGIONAL TRANSPORTATION SERVICES IN ACCORDANCE WITH THE EVTA IGA, INCLUDING, BUT NOT LIMITED TO:

- EXPANDING TRANSIT SERVICE, EXPRESS ROUTES, AND TRANSPORTATION OPTIONS ACROSS THE EAGLE VALLEY;
- ENHANCING CONNECTIONS BETWEEN GYPSUM AND EAGLE AND OTHER COMMUNITIES;
- ENHANCING AIR SERVICE AND IMPROVING ACCESS AT EAGLE COUNTY AIRPORT;
- PROVIDING A FARE-FREE TRANSIT ZONE FROM EDWARDS TO VAIL, INCLUDING AVON, BEAVER CREEK, MINTURN, AND EAGLE-VAIL;
- REDUCING ENVIRONMENTAL IMPACTS FROM TRANSPORTATION; AND

SHALL ALL AMOUNTS RECEIVED BY EVTA FROM SUCH TAX INCREASES, CONTRIBUTIONS, AND OTHERWISE PURSUANT TO THE EVTA IGA AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

## **APPENDIX C**

### **Initial Service Goals**

## **Eagle Valley Transportation Authority Regional Transportation Service Goals**

The newly established Eagle Valley Transportation Authority, (“Authority”), shall use reasonable efforts to achieve the following:

### **1. Assume Responsibility for Existing ECO Transit Service**

The Authority shall assume responsibility for existing transit service as currently provided by the Eagle County Regional Transportation Authority, (“ECO Transit”), as of January 1 of the year following RTA formation, as further detailed in the Transition Plan.

Within 12 months of RTA formation, the Authority shall develop and implement a fare-free transit zone with expanded service, to include portions of Avon, Vail, Minturn and Beaver Creek, as a replacement for ECO’s existing Vail/Beaver Creek Express service.

### **2. Increase Service on Current ECO Routes**

The Authority shall begin planning for one or more of the following enhancements, to be introduced as soon as equipment, staffing, and facilities allow:

- Increased capacity and/or service frequency on Highway 6.
- Increased all-day service frequency on Valley Route, including additional daily connections to Doster.
- Increased service to/from Leadville.

### **3. Develop and Implement New Transit Routes**

Develop and implement new transit service no later than December 31, 2024, to meet needs identified during the Authority formation process, including but not limited to:

- 1) Eagle-Gypsum Circulator  
Regular transit service connecting the Towns of Eagle and Gypsum that promotes increased circulation in/between these communities and provides efficient connection to other regional routes.
- 2) Limited Stop Express Service  
Additional rush hour express service targeting peak workforce commute hours.
- 3) Airport Express Service  
Additional service connecting Eagle County Airport to Avon, Beaver Creek, and Vail

In addition, the Authority may explore the feasibility of offering additional regional transit services as needs are identified in future Transit Development plans.

#### **4. Accelerate Conversion of Fleet and Facilities to Zero-Emission Operations**

The Authority shall take the following steps toward zero-emission operations:

- 1) Conversion of ECO's existing Highway 6 bus service to a zero-emission platform, on a timeframe that evaluates available grant funds, anticipated increases in range and performance capacity of zero-emission buses, and allocation of available Authority funds to other expenditures which may increase ridership.
- 2) Development of zero-emission plans, timelines, and budgets for additional routes and facilities as outlined in an initial RTA Transit Development Plan, to be created following RTA formation.

#### **5. Invest in Transit-Related Facilities and Infrastructure**

The Authority shall allocate a portion of available revenues to upgrade existing facilities to support planned service expansion. In addition, funds will be set aside in a capital improvement fund to support fleet replacement and future construction of essential transit-related and transit-supportive facilities. Uses of these funds may include:

- 1) Expansion of the existing Swift Gulch or MSC facilities to support additional operations and/or dedicated staff housing.
- 2) Construction and/or expansion of additional facilities as identified in the initial Transit Development Plan (TDP).

#### **6. Support Local Air Service**

The Authority will pledge funding to support expanded year round air service for residents and visitors of Eagle County.

#### **7. Regional Transportation System Planning**

The Authority shall embark on a 5-year Transit Development Plan (TDP) as one of its first tasks upon formation. This plan should be completed within 12-18 months of the appointment of the initial Authority Executive Director.

## **APPENDIX D**

### **Transition Plan Framework**

## Eagle Valley Transportation Authority Transition Plan Framework

Eagle County’s pledge of a portion of the Countywide .5% Mass Transportation sales tax and transfer of associated assets is contingent upon the interim RTA Board and Eagle County mutually agreeing to a Transition Plan following voter approval of the RTA. Transfer of funding will require completion of specific required elements as outlined in that Transition Plan. This document outlines Eagle County’s expectations regarding the minimum administrative, legal, accounting, and financial procedures that must be established by the RTA in order to transfer responsibility for the operation of current ECO Transit services.

### Continuity of Service:

The RTA is expected to take on the responsibility for providing current ECO Transit service while simultaneously pursuing additional improvements and economies of scale with new funding generated by the RTA sales tax. A portion of Eagle County’s existing 0.5% sales tax is expected to fund current ECO Transit service or its functional equivalent in terms of hours, frequency, and geographic coverage. This equates to target ECO Transit seasonal service levels during the Transition Period and beyond equivalent to at least 85% of the Winter 2021/2022 and Summer 2022 scheduled service hours below:

Route	Daily Service Hours - Winter Season	Daily Service Hours - Summer Season
Valley	75.4	69.79
Highway 6	132.12	107.33
Leadville	11.15	9.38
Minturn	13.5	10.5
Vail-BC Express	13.33	0
<b>Total</b>	<b>245.5</b>	<b>197</b>

Any significant reduction to the geographic coverage of service or service standards must be recommended by the RTA Board and approved by the Board of County Commissioners, unless a different arrangement is agreed to by both parties. This requirement applies to service that has traditionally been provided by ECO Transit only. Expansion, enhancement, or reduction of services initiated by the RTA remain the sole responsibility of the RTA Board. This service equivalency requirement does not preclude

the reasonable restructuring or realignment of these routes in the future by the RTA, provided geographic coverage equivalent to the above routes is maintained and the impetus for specific route changes is to create operational efficiencies and leverage new economies of scale.

### **Phased Transition of Current Operations:**

The RTA will assume responsibility for ECO Transit operations in several phases as the relevant administrative and management capacity can be developed. Transition of various aspects of ECO Transit operations to the RTA will not occur until specific administrative, financial, and legal requirements have been met. Full transition will require the transfer of revenue, assets, personnel, and existing contractual agreements, as well as the creation of new agreements and/or other mechanisms for providing legal, administrative, IT, financial, and other services that are currently provided by other County Departments. The cost of these services is partially reflected by the \$600k/year administrative fee included in ECO Transit's annual budget, but actual costs for these services may differ depending on how the RTA chooses to staff or contract for these elements. A minimum of \$750,000/year should be included in the initial RTA budget to compensate the County for administrative services that may continue to be performed on behalf of the RTA during the transition period.

Management of the transition process and ongoing RTA liaison activities will require one Eagle County FTE. This position will be expected to manage the revenue transfer process, any future contracts between the County and RTA, and coordinate ECG's ongoing County-specific involvement in transit/transportation issues County-wide.

### **Proposed transition phases include:**

#### **Phase 1: Administrative Establishment**

As a new legal entity, the RTA will need to establish a minimum administrative structure before hiring permanent staff and assuming responsibility for current or future operations. Administrative establishment procedures will begin as soon as reasonably possible upon approval of the ballot measures.

Administrative establishment procedures will include:

- Establishing the RTA Board;
- Establishing a regular RTA Board meeting schedule and Board procedures;



- Identifying and contracting an Interim Executive Director (ED) to facilitate the administrative start-up process;
- Contracting for Interim Legal Services;
- Identifying and staffing subcommittees, if desired, to assist with administrative tasks;
- Developing a proposed RTA start up budget; and
- Developing and issuing consultant/vendor RFPs to support the RTA during the Transition Period.

Phase 1 elements are expected to take up to 12 months.

### **Phase 2a: Further Development of Administrative Policies and Procedures**

Once Board processes have been established and legal counsel is on board the interim ED will work with the board to establish additional administrative policies and procedures to allow for the hiring of permanent personnel, including a permanent Executive Director, and executing appropriate additional contracts and agreements for service.

### **Phase 2b: Transition of Revenues and Financial Operations**

Transition of revenues and financial operations may begin once Phase 1 Administrative establishment procedures have been completed, but are expected to begin by January 1, 2024. Specific activities in this area should include:

- Establishment of an administrative mechanism for recurring transfers of the relevant portion of the County's existing 0.5% mass transportation sales tax to the RTA;
- Full transfer of all responsibilities related to on-board and advanced pass sale revenue collection, including accounting and auditing procedures;
- Full transfer of Accounts Payable and Accounts Receivable functions to RTA staff or contractors; and
- Establishment of appropriate permanent financial accounting and audit procedures.

#### **Revenue Transfer:**

Current ECO Transit operations are funded by a Countywide sales tax for mass transportation of 0.5%, along with fare sales and advertising revenues. A minimum of

10% of this mass transportation tax is used to fund ECO Trails. Portions of this tax collected in the Roaring Fork Valley are used to pay Eagle County's RFTA transit/trails contributions.

### ***Recurring Sales Tax Collections***

Eagle County will retain a minimum of 10% to a maximum of 15% of the county mass transit tax annually to cover salaries, construction, maintenance and debt service payments related to the Eagle Valley Trail.

The current expectation is for Eagle County to operate and maintain the Eagle Valley Trail through completion of all remaining trail segments as identified in the Eagle Valley Trails Plan. Eagle County may transfer trail ownership and maintenance to the RTA, along with revenues that exceed the debt service payment obligations of Eagle County, after December 31, 2024, subject to with BoCC and RTA Board approval. Planning activities for this transition, if agreed, may occur during the Transition Period.

Eagle County will also continue to retain the portions of this tax currently allocated to RFTA for transit and trail activities in the Roaring Fork Valley portion of Eagle County. These funds will continue to be transferred to RFTA as has been done in the past. During the transition period, funds transferred will be net of all transit-related costs including any costs related to administrative, maintenance, or operations activities the County continues to perform on behalf of the RTA, including salaries and benefits of ECO Transit personnel who are providing RTA services. At the conclusion of the transition period, funds transferred will continue to be net of any payments for leases or services Eagle County provides to the RTA under IGAs, leases, or other relevant agreements between the two entities.

### ***Farebox and Pass Sales***

The RTA will establish a separate contract for Financial and Accounting services as soon as possible, with the expectation this contract will be in place by December 31, 2023. Eagle County will continue to collect and process farebox revenues according to established procedures pending the completion of the Phase 1 Administrative Establishment procedures. The RTA will assume responsibilities as soon as possible but no later than December 31, 2024.

### ***Advertising Revenue***

Any outstanding contracts for advertising that generate revenue will be terminated by Eagle County in accordance with the prevailing contract terms and renegotiated and reprocured by the RTA unless otherwise agreed between Eagle County and the RTA.

### ***Current Account Balances and Other Accruals***

#### *ECO Transit Fund Balance*

ECO Transit's existing fund balance will remain with Eagle County to be used for transportation purposes consistent with the provisions of the existing sales tax. Portions of this fund balance may be transferred to the RTA on a case-by-case basis to support capital investments by request of the RTA Board and with the approval of the Board of County Commissioners.

#### *Accrued Interest*

Any interest accrued on the ECO Transit Fund Balance will remain with the County and not be included in regular revenue transfers.

#### *Interdepartmental Transfer Revenue*

ECO Transit operates service on behalf of other County Departments (Healthy Aging, MIRA). These contracts and operations will be transferred to the RTA no later than December 31, 2024. All other annual service contracts will be renegotiated by the RTA at its discretion, with the expectation that the RTA will be fully responsible for all of these services by December 31, 2024.

## **Phase 3: Transfer of Rolling Stock and Facilities**

### **Rolling Stock:**

All vehicles titled to ECG will be transferred to the new entity and titled/insured by December 31, 2024. A list of current ECO Transit vehicles is included as Attachment A. This includes transfer of any grant liabilities or CDOT liens, which are also identified in Attachment A.

Vehicle ownership will be transferred on a rolling basis to allow for continuity of operations while required administrative processing takes place, beginning in April 2024, following the conclusion of the Winter season. A maximum of 10 vehicles will be pulled out of service at any given time to undergo administrative processing. As a vehicle is registered and returned to service, another vehicle will enter the transfer process. Vehicles will be

transferred to the RTA as expeditiously as possible, with the expectation that all vehicles will be registered to the RTA and enter RTA service by the start of the Winter 2024 season in late November. The RTA and Eagle County will enter into appropriate agreements to allow for continued operations by the other party, as applicable, following the transfer of ownership, until the full transition of operations to the RTA is complete. It is expected that the operating party will be responsible for all legal liabilities, provision of insurance, and similar requirements associated with vehicle operations.

Three Avon Transit vehicles will be transferred to the RTA on a no-cost basis, to serve routes previously operated by Avon Transit that are being incorporated into the RTA. If necessary, this transfer will include the transfer of all grant liabilities or CDOT liens. These vehicles will be transferred together at the conclusion of Avon's Winter 2023-2024 season.

No vehicles owned by Vail Transit or Beaver Creek Transit are currently expected to transfer to the RTA.

Any future vehicle transfers will be governed by terms set by the RTA and the relevant jurisdiction.

**Transit Facilities:**

ECO Transit currently operates out of multiple facilities. These include County-owned facilities such as the Maintenance Service Center (MSC) in Gypsum, the Leadville Bus Barn, bus shelters, and park and rides; Avon's Swift Gulch facility; and the Vail Transportation Center (VTC). Some of these facilities will be transferred to the RTA while others will continue to host operations and/or maintenance under new IGAs with mutually negotiated provisions.

**County-owned Facilities**

*Gypsum MSC*

ECO Transit occupies a portion of this County owned facility. Accommodations will be made over the short term for the RTA to continue operating out of this facility via an IGA or other appropriate lease/agreement. It is Eagle County's expectation that the terms of this facility use agreement will be equivalent to terms offered by Avon, Vail, or any other member jurisdiction that may house RTA facilities in the future.

At the outset, the IGA will include all areas currently included in ECO Transit's existing space allocation, i.e. the bus barn/storage area, and ECO Transit staff offices in buildings A and B.

Note that this facility is on Airport owned land and is subject to FAA lease/operating terms. Lease rates will be calculated based on fair market value rates in the area. Lease terms will not exceed the maximum years allowed by FAA regulations.

#### *Leadville Bus Barn*

The County owns a bus barn in Leadville. ECO Transit currently bases two vehicles at this facility and rents remaining space to Summit Stage. The County will continue to own and maintain this facility, renting the currently occupied space to the RTA at cost. The County will continue to rent space to Summit Stage at its discretion.

#### *Bus Shelters and Park and Rides*

The RTA will assume responsibility for planning, construction, and maintenance of shelters and Park and Rides by December 31, 2024. Eagle County will retain ownership of all land and right of way, unless and until transferred to the RTA. All necessary easements shall be in place by December 31, 2024, and include appropriate liability insurance policies. A list of these assets is included in Attachment A.

### **Avon-owned Facilities**

#### *Avon Regional Transit Facility (Swift Gulch)*

The Avon Regional Transit Facility was built just over 10 years ago with assistance of Federal TIGER grant funding. The facility was always envisioned to serve as the up-valley hub to support regional transit in addition to serving Avon's transit. Swift Gulch serves as a secondary base for vehicles storage and maintenance. It is anticipated that this facility will increase in importance as a mid-Valley operating base for the RTA.

Operations out of this facility are currently governed by an IGA. Under current terms, ECO Transit pays a per-bay fee plus a proportional share of Capital, Operations and Maintenance ("O&M"), and Asset Management costs. Capital and Asset Management charges are fixed for the term of the Agreement. O&M Costs are audited each year and subject to change upon written notice by the Town of Avon no later than June 1 of any given year, with any changes effective by January 1 of the succeeding year. Maintenance and fueling activities performed by Avon/Swift Gulch staff are charged an hourly rate plus materials at a 15% markup. ECO Transit currently rents 9 spaces under this agreement.

Avon and the RTA will conclude a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Avon, included as Attachment B.

Going forward, Avon has begun a design process to construct a new Public Works facility with the intent to move all Operations, Engineering and Building and Facilities personnel and operations out of the Avon Regional Transit Facility. The target date for this move is 2025, after which the Avon Regional Transit Facility footprint could be expanded to support the RTA's regional transit operations. Avon has already begun seeking potential design and construction grants to expand the Avon Regional Transit Facility in anticipation of this future need.

### **Vail-owned Facilities**

#### *Vail Transportation Center*

ECO Transit has an IGA with the Town of Vail for use of the Customer Service Booth and to operate out of the facility, included as Attachment C. This IGA will be renegotiated between the RTA and Town of Vail, with a new IGA to take effect no later than January 1, 2024. The terms of the new IGA will, at a minimum, be similar to the terms of the existing IGA between Eagle County and the Town of Vail.

The Town of Vail is currently developing plans to expand and upgrade the Vail Transportation Center facility into a full-scale mobility hub. This work includes the expansion of the capacity of the facility to handle the increased use for all transit providers including ECO/RTA as they expand, and to provide charging capabilities for electric transit vehicles as the fleets transition. This is the busiest stop in the entire ECO Transit system. This project is currently in the CDOT 10-year plan at a value of \$15.0M and was the number one transit project in the Intermountain planning region. The town recently applied for a \$1.5M Multimodal Options Fund (MMOF) expenditure which the town is providing half as a match and the MMOF Grant the other half to begin design work for this facility.

ECO Transit current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays, and the Town of Vail has paid for all operations, maintenance and capital investments over the years. It is expected the RTA will continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

### *Lionshead Transit Center*

ECO Transit's current operations benefit from operating out of this facility which provides heated waiting areas, bathrooms, as well as transit bays and the town has paid for all operations, maintenance and capital investments over the years. It is expected the RTA would continue to operate out of the facility on the same terms as ECO Transit's current use of the facility.

### **Other Facilities**

#### *Lake Creek Village*

ECO Transit operations at this facility are currently authorized under an encroachment license with the property owner. This encroachment license will be transferred to the RTA as soon as possible, but no later than December 31, 2024.

## **Phase 4: Transfer of Administrative Responsibilities and Personnel**

During the transition period, the RTA will make specific decisions regarding the number of direct-hire staff needed and what, if any, administrative and technical functions may be contracted out. ECO Transit is only partially staffed with respect to these organizational functions and as a result pays an annual "administrative service fee" to the County for providing these services. This fee is based on a percentage of ECO's budget and varies from year to year, but it is generally around \$600k. Contracts for functions that must be stood up independently such as Legal, Finance, and HR are expected to be executed during Phase 1 of the transition prior to any transfer of revenues or other responsibilities.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA, or other arrangements are made. All decisions regarding the transition of administrative personnel shall be made by January 1, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transfer period.

Administrative personnel will be eligible to be transitioned once Eagle County confirms adequate administrative and financial procedures are in place. Staff positions that may be impacted during an initial round of transitions are:

Position	Associated FTE
ECO Transit Director	1
ECO Administrative and Customer Service Staff	4
ECO Transit Technology Staff	2
ECO Transit Planning Staff	1
Total Impacted FTE	8

Some specific considerations have already been identified with respect to Information Technology (IT) and the assumption of responsibility for State and Federal grant agreements. These are outlined below.

**Specific Needs Related to Information Technology:**

ECO Transit uses technology software and hardware that to a large extent are a part of the overall Eagle County IT ecosystem. The implementation of this technology ecosystem was never designed with any thought towards breaking off the ECO Transit components and operating them independently. Note that of the technology software and hardware specific to ECO Transit, much of it is legacy technology that is currently under review for both right-sizing and potential transition to a cloud-based model, whether or not RTA formation is successful.

Standing up a sustainable and independent technology function within 24 months of RTA formation may be impractical and cost prohibitive due to the lead time and resources necessary. RTA and Eagle County may determine to enter into an IGA for technology services until the RTA stands up its own capacity.

Some specific technology functions that should be addressed and related considerations include:

Backend Hardware: Server instances are highly virtualized and both server and storage hardware is shared across all departments. Actual individual hardware components involved are fairly minimal in number, with system redundancy considerations being a



significant element of overall design. It would be difficult to separate single pieces of hardware from one another and still have acceptable system redundancy (for both Eagle County and / or the RTA). Provisions for shared access to this hardware should be included in a future IGA until the RTA no longer operates at the Gypsum MSC or makes other arrangements for servers/storage.

Backend Software: Eagle County IT provides ECO Transit with both Enterprise software that is common to all Eagle County departments, as well as Line of Business (LOB) software unique to ECO's specific operating needs. Regarding the Enterprise software (Financials, HR / Payroll, Office Productivity, etc.), the RTA should select and implement their own systems based upon perceived needs and costs. The RTA should begin the process of identifying and contracting vendors for this process during the Phase 1 Administrative Establishment period.

In general, LOB software can be transferred to the RTA. The main issue centers on the highly complex Clever Devices CleverWorks solution which forms the backbone of ECO's vehicle location, communication, and data collection systems. ECO Transit currently has a vision of replacing CleverWorks with a more fit for purpose system. Assuming the short term outlook for this application, it would likely not make sense to invest in the required technology hardware and personnel resources necessary to port this system over to the RTA. Arrangements should be made within the IGA for Eagle County IT to continue providing support to this function until a new software system is identified and implemented, ideally by December 21, 2024.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

Networking Hardware / Software: The Gypsum MSC is one of ECO's primary operating locations and is expected to remain so during and after the transition to an RTA. The MSC also provides office space and facilities for a combination of other Eagle County departments which all depend on Eagle County networking services in order to utilize their various software applications. In general, all networking equipment located at the MSC will continue to be necessary to support ongoing Eagle County department operations, and therefore cannot be transferred to the RTA. Where there are exceptions, such as the fixed outdoor wireless antennas used to communicate data between buses and CleverWorks, these items may be transferred at cost. Additionally, transferring over any maintenance agreement aspects related to the networking hardware and software may or may not be viable. Arrangements should be made within the IGA for Eagle County IT to continue providing support for these functions indefinitely. This arrangement would

require the RTA and associated users to comply with all Eagle County requirements regarding network security or forfeit access to the system.

Personal Computers: Personal computers assigned to ECO Transit staff can be physically transferred to the RTA if desired by both parties. Potential issues that may arise are associated with the privacy considerations (data on the PC) as well as software licensing. Prior to any transfer Eagle County IT will format the PC hard drives, wiping all data and rebuilding with software licensed by RTA. Any equipment transferred will be transferred at cost.

Peripheral Equipment: Printers / scanners, etc. County owned devices can simply be physically transferred over to the RTA. Multi function printers may require contractual amendments in order to move over any applicable maintenance function. Any equipment transferred will be transferred at cost.

Software Licenses: 1) Vendor licensing pertaining to LOB software can likely be transferred to the RTA given requisite contracting amendments are implemented. 2) Enterprise software licensing will likely require new purchases / agreements 3) Windows Operating System licenses likely can not be transferred and will have to be purchased as well.

Voice Services: County provided cellular phones can be transferred if the RTA wants to provide such a service to their staff. Traditional voice phone service will require the RTA to implement its own voice system.

#### **State and Federal Grant Agreements:**

ECO Transit accesses state and federal grant dollars for administrative and operating costs, rolling stock replacement, as well as other capital and/or planning projects. All ongoing capital grants and related reporting requirements will transfer to the RTA at the beginning of CDOT's 2025 fiscal year (July 1, 2024).

The RTA will apply for state capital and operating grants as a separate entity from CDOT's FY 2025 onwards, with the expectation that all of these elements will be fully transitioned by the beginning of CDOT's 2025 fiscal year (July 1, 2024).

## **Phase 5a: Transfer of Vehicle Maintenance Responsibilities and Personnel**

ECO Transit Fleet vehicles are currently maintained by Eagle County's Fleet Department, with some services performed by the Town of Avon under an IGA. There are 2.5 Fleet Care Technicians/Transit Vehicle Detailers that are current employees of the ECO Transit department, along with one Fleet Asset Supervisor.

### **Fleet Maintenance:**

Costs for maintenance, fueling, lubricants, parts, etc. are budgeted in the ECO Transit fund and paid via departmental transfer. Estimated costs are based on estimated (budget) and actual service hours. Upon RTA formation, it is assumed that Eagle County's fleet department will continue to provide these services for the RTA via an IGA with specified hours and costs, on terms similar to those contained in the sample IGAs included as Attachment D. The RTA will not be under any long term obligation to continue to utilize Eagle County's fleet department.

The Town of Avon performs fueling and limited maintenance for ECO Transit vehicles housed at the Swift Gulch facility via an IGA. Service is performed at the Fleet Maintenance Facility adjacent to the Avon Regional Transit Facility. Approximately 65-70% of the operations are fleet maintenance for vehicles and rolling stock for other public entities. Beaver Creek and ECO Transit buses are a substantial portion of this other local government maintenance work. Avon intends to continue offering fleet maintenance service at cost. Specific provisions for fleet maintenance performed at this facility will be included in the new IGA between the RTA and the Town of Avon referenced elsewhere in the Transition Plan. A sample of this IGA is included as Attachment B.

Eagle County's Fleet Department currently maintains all official maintenance records related to transit vehicles owned by Eagle County. Provisions should be made for the eventual transfer of these records prior to the initiation of any vehicle transfers.

### **Transit Fleet Care Team:**

ECO Transit currently employs one Fleet Asset Supervisor, two full-time year-round Transit Fleet Care Technicians, and one winter seasonal Fleet Care Technician.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient

revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Fleet Care personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions include:

Position	Associated FTE
Fleet Asset Supervisor	1
Fleet Care Technicians	2.5 (includes a Winter seasonal position)
Total Impacted FTE	3.5

### **Phase 5a: Transfer of Transit Facility Maintenance Responsibilities and Personnel**

#### **Trail and Facility Maintenance Personnel:**

ECO Transit and ECO Trails currently share 3 FTE with combined responsibilities for Transit and Trails maintenance. One of these three positions is currently funded by ECO Trails.

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA.

Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Transit/Trails Maintenance personnel shall be made by April 30, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during an initial round of transitions are:

Position	Associated FTE
Transit/Trails Maintenance Supervisor	1
Transit Trails Maintenance Technicians	2
Total Impacted FTE	3

Eagle County may also choose to retain the FTE position currently funded by trails and/or add additional personnel to be paid in the future out of the Trails budget. Maintenance responsibilities related to the existing Eagle Valley Trail could also be included as a component of the future IGA for services between Eagle County and the RTA. Costs associated with any maintenance agreement(s) will be subtracted from the RTA's obligations to Eagle County.

### **Phase 6: Full Transfer of Operational Responsibilities and Personnel**

Full transfer of operational responsibilities and personnel will take place during the last stage of transition, with the expectation the RTA will be responsible for either direct operation or contract administration related to all functions by the start of the 2024 Winter season in November.

#### **Operations Personnel:**

As staffing decisions are made, existing ECO Transit personnel with satisfactory performance records and relevant qualifications may be transitioned from the County to the RTA. Notwithstanding anything herein to the contrary, the County will retain sufficient revenue pledged to the RTA to offset the costs of all of its personnel until they transition to the RTA or other arrangements are made. All decisions regarding the transition of Operations personnel shall be made but no later than July 31, 2024. The RTA and County will use best efforts to minimize disruptions to retained personnel during the transition period.

Staff positions that may be impacted during this round of transitions are:

Position	Associated FTE
Operations Manager	1
Safety and Training Supervisor	1
Road Supervisors	4
Dispatchers	4
Bus Operators	51
Total Impacted FTE	61

Attachments:

ATTACHMENT A - INVENTORY OF ECO TRANSIT ASSETS

ATTACHMENT B - SAMPLE SWIFT GULCH IGA

ATTACHMENT C - SAMPLE VAIL TRANSPORTATION CENTER IGA

ATTACHMENT D - SAMPLE IGA FOR COUNTY FLEET SERVICE

**Eagle County Government  
Asset Listing**  
Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
BC0043	Bldg Imp	2009 Berry Creek Childcare building improvements	Facilities Manag - 190-Facilities Management	12/31/2009	\$15,043.09
LBS001	Bldg	Leadville Bus Storage Facility	Facilities Manag - 190-Facilities Management	12/31/2008	\$1,172,677.33
840401	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #865	ECO Trans - 405-ECO Transit Authority	05/02/2005	\$290,427.00
840501	Equipment-Heavy Vehicles	2005 Gillig Phantom Transit 40' Bus #866	ECO Trans - 405-ECO Transit Authority	05/02/2005	\$290,427.00
848901	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #867	ECO Trans - 405-ECO Transit Authority	08/03/2006	\$343,794.00
849001	Equipment-Heavy Vehicles	2006 Gillig BRT Low Floor Transit Bus #868	ECO Trans - 405-ECO Transit Authority	08/30/2006	\$343,794.00
858001	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #871	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$371,363.00
858101	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #872	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$371,363.00
858201	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #873	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$360,363.00
858301	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #874	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$360,363.00
858401	Equipment-Heavy Vehicles	2007 Gillig BRT Low Floor Bus #875	ECO Trans - 405-ECO Transit Authority	11/01/2007	\$360,363.00
859301	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #876	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$372,919.00
859401	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #877	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$372,919.00
859501	Equipment-Heavy Vehicles	2008 Gillig BRT Low Floor Transit Bus #879	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$361,919.00
859601	Equipment-Heavy Vehicles	2008 Gillig Low Floor Transit Bus #878	ECO Trans - 405-ECO Transit Authority	12/17/2008	\$361,919.00
864401	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #880	ECO Trans - 405-ECO Transit Authority	10/28/2009	\$379,893.00
864501	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #881	ECO Trans - 405-ECO Transit Authority	10/29/2009	\$379,893.00
864601	Equipment-Heavy Vehicles	2009 Gillig BRT Low Floor Transit Bus #882	ECO Trans - 405-ECO Transit Authority	10/30/2009	\$363,924.00
866101	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #884	ECO Trans - 405-ECO Transit Authority	10/29/2010	\$383,488.00
866201	Equipment-Heavy Vehicles	2010 Gillig BRT Low Floor Transit Bus #883	ECO Trans - 405-ECO Transit Authority	10/28/2010	\$383,488.00
866301	Equipment-Heavy Vehicles	2010 Chevrolet Paratransit Bus # 455	ECO Trans - 405-ECO Transit Authority	05/20/2010	\$111,715.50
869901	Equipment-Heavy Vehicles	2012 Gillig BRT Low Floor Transit Bus #885	ECO Trans - 405-ECO Transit Authority	12/12/2012	\$426,269.00
872901	Equipment-Mach & Equip	Jeisort Cash Counting Machine	ECO Trans - 405-ECO Transit Authority	12/04/2013	\$11,822.00
873001	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #889	ECO Trans - 405-ECO Transit Authority	10/18/2013	\$429,490.00
873101	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #888	ECO Trans - 405-ECO Transit Authority	10/17/2013	\$429,490.00
873201	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #886	ECO Trans - 405-ECO Transit Authority	10/16/2013	\$429,490.00
873301	Equipment-Heavy Vehicles	2013 Gillig Low Floor BRT Transit Bus #887	ECO Trans - 405-ECO Transit Authority	10/16/2013	\$429,490.00
873501	Equipment-Heavy Vehicles	2007 Gillig LF BRT #869	ECO Trans - 405-ECO Transit Authority	03/19/2013	\$28,000.00
873601	Equipment-Heavy Vehicles	2007 Gillig LF BRT #870	ECO Trans - 405-ECO Transit Authority	03/19/2013	\$28,000.00
876201	Equipment-Heavy Vehicles	2014 Gillig BRT Low Floor Transit Bus #890	ECO Trans - 405-ECO Transit Authority	12/10/2014	\$443,839.00

**Eagle County Government  
Asset Listing**  
Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
876301	Equipment-Heavy Vehicles	2014 Gillig Low Floor BRT Transit Bus, 40' #891	ECO Trans - 405-ECO Transit Authority	12/10/2014	\$443,839.00
883101	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #456	ECO Trans - 405-ECO Transit Authority	02/10/2016	\$125,935.00
883201	Equipment-Heavy Vehicles	2015 Glaval Bus Entourage (Cutaway) #457	ECO Trans - 405-ECO Transit Authority	02/10/2016	\$123,065.00
883601	Equipment-Heavy Vehicles	2016 Glaval Bus Entourage (Cutaway) #458	ECO Trans - 405-ECO Transit Authority	11/04/2016	\$125,908.00
883701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility Bus #459	ECO Trans - 405-ECO Transit Authority	10/04/2016	\$135,749.00
883801	Equipment-Mach & Equip	Stationary Vault	ECO Trans - 405-ECO Transit Authority	04/28/2016	\$117,505.00
886401	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #892	ECO Trans - 405-ECO Transit Authority	08/14/2017	\$434,885.00
886501	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #893	ECO Trans - 405-ECO Transit Authority	08/14/2017	\$434,885.00
886601	Equipment-Heavy Vehicles	2017 Gillig Low Floor BRT Transit Bus 40' - #894	ECO Trans - 405-ECO Transit Authority	08/14/2017	\$434,885.00
886701	Equipment-Heavy Vehicles	2017 Arboc Spirit of Mobility - #460	ECO Trans - 405-ECO Transit Authority	08/18/2017	\$149,336.00
890901	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #896	ECO Trans - 405-ECO Transit Authority	09/17/2018	\$465,915.00
891001	Equipment-Heavy Vehicles	2018 Gillig Transit Bus #895	ECO Trans - 405-ECO Transit Authority	09/17/2018	\$465,915.00
893201	Equipment-Heavy Vehicles	2018 Arboc Spirit of Mobility	ECO Trans - 405-ECO Transit Authority	11/16/2018	\$154,887.00
895101	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	\$13,369.75
895201	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	06/11/2018	\$13,369.75
895301	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #897	ECO Trans - 405-ECO Transit Authority	09/25/2019	\$463,261.00
895401	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #898	ECO Trans - 405-ECO Transit Authority	06/27/2019	\$463,261.00
895501	Equipment-Heavy Vehicles	Gillig "Low Floor BRT" Transit Bus 40 Foot Length #899	ECO Trans - 405-ECO Transit Authority	06/28/2019	\$463,261.00
895701	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	\$14,505.75
895801	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	\$14,505.75
895901	Equipment-Mach & Equip	Odyssey Farebox	ECO Trans - 405-ECO Transit Authority	08/20/2019	\$14,505.75
BG0048	Bldg Imp	Leadville Bus Barn	ECO Trans - 405-ECO Transit Authority	12/31/1997	\$52,540.00
EC0001	Land	Leadville Land Purchase	ECO Trans - 405-ECO Transit Authority	12/31/2007	\$165,607.00
EC0002	Equipment-Comp Software	Para Transit Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	\$20,890.28
EC0003	Equipment-Comp Software	ECO AVM System	ECO Trans - 405-ECO Transit Authority	08/11/2014	\$50,782.64
EC0004	Equipment-Mach & Equip	ECO Video Surveillance Equipment	ECO Trans - 405-ECO Transit Authority	10/31/2014	\$113,930.00
EC0005	Equipment-Comp Software	ECO Pass Auto Fare Media	ECO Trans - 405-ECO Transit Authority	05/31/2014	\$24,894.34
LBS002	Bldg Imp	2015 Leadville Bus Storage Facility Building Improvements (Solar)	ECO Trans - 405-ECO Transit Authority	11/02/2015	\$43,990.00



**Eagle County Government  
Asset Listing**  
Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0001	Bldg	1998 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/1999	\$63,569.00
TR0002	Bldg	1999 Construction of Bus Shelters	ECO Trans - 405-ECO Transit Authority	01/01/2000	\$154,939.00
TR0003	Bldg	2001 Bus Shelter Construction	ECO Trans - 405-ECO Transit Authority	01/01/2002	\$161,532.00
TR0025	Land Imp	Eagle Park-n-Ride Parking Lot	ECO Trans - 405-ECO Transit Authority	12/03/1999	\$187,188.00
TR0030	Bldg Imp	ECO PV Lighting System for Bus Shelters in Eagle County	ECO Trans - 405-ECO Transit Authority	11/01/2000	\$41,575.00
TR0033	Equipment-Comm Equip	800 Mhz Upgrade	ECO Trans - 405-ECO Transit Authority	12/31/2000	\$104,973.00
TR0039	Land Imp	Shelter 53-Eagle Valley HS Parking Lot Paving	ECO Trans - 405-ECO Transit Authority	11/12/2002	\$28,787.00
TR0045	Bldg	Shelter 100 - Lake Creek Village Apts - Lake Creek Corn Station	ECO Trans - 405-ECO Transit Authority	12/26/2002	\$11,343.00
TR0047	Land Imp	Shelter 79-Minturn Forest Service Land Improvements	ECO Trans - 405-ECO Transit Authority	12/31/2003	\$50,878.00
TR0050	Bldg	Shelter 30 - Bear Lot	ECO Trans - 405-ECO Transit Authority	05/23/2006	\$24,264.00
TR0052	Bldg	Shelter 32 - Forest Service	ECO Trans - 405-ECO Transit Authority	12/31/2007	\$17,763.00
TR0053	Bldg	Stone Creek Bus Shelter #33	ECO Trans - 405-ECO Transit Authority	12/31/2007	\$17,297.00
TR0057	Bldg	Colorado Mountain College, West Bus Shelter #35	ECO Trans - 405-ECO Transit Authority	12/02/2008	\$11,430.78
TR0061	CIP	Eagle River Village - MHP Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/31/2018	\$20,980.00
TR8441	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	10/28/2020	\$985,041.00
TR8442	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	\$985,041.00
TR8443	Equipment-Heavy Vehicles	Proterra Inc Electric Bus 31502.Electric Bus VV/5339	ECO Trans - 405-ECO Transit Authority	11/02/2020	\$985,041.00
ECO001C	Equipment-Comp Software	AVL/CAD Software	ECO Trans - 405-ECO Transit Authority	12/31/2014	\$1,001,890.72
TR0051R	Bldg	Miller Ranch Replacement Bus Shelter #31R	ECO Trans - 405-ECO Transit Authority	12/31/2008	\$12,288.17
TR0058C	Bldg	Freedom Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	11/18/2019	\$205,907.53
TR0059C	Bldg	Avon Station Bus Shelter	ECO Trans - 405-ECO Transit Authority	12/09/2019	\$108,239.83
TR0060C	Bldg	Dotsero Mobile Home Park Bus Shelter	ECO Trans - 405-ECO Transit Authority	08/15/2019	\$37,806.59
TR0063C	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	\$144,818.11
TR0064C	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	\$144,818.10

**Eagle County Government  
Asset Listing  
Effective Date: 12/31/2021**

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
TR0065C	Equipment-Mach & Equip	Proterra Inc Electric Bus Charger - Avon Regional Transportation Facility - 500 Swift Gulch Road (corrected for accounting cat)	ECO Trans - 405-ECO Transit Authority	11/30/2020	\$144,818.11
858501	Equipment-Mach & Equip	2008 Toolcat Work Machine	EV Trails - 606-EV Trails	04/02/2008	\$42,065.00
894501	Equipment-Mach & Equip	2019 John Deere 1025R Tractor Mower	EV Trails - 606-EV Trails	09/16/2019	\$22,279.38
BC0085	Infrastructure-Trails	Freedom Park Parking Spots	EV Trails - 606-EV Trails	12/31/2007	\$28,994.00
TRL001	Infrastructure-Trails	Edwards Bike Path	EV Trails - 606-EV Trails	05/06/1999	\$275,000.00
TRL002	Infrastructure-Trails	E Edwards Trail	EV Trails - 606-EV Trails	01/01/2001	\$78,702.00
TRL004	Infrastructure-Trails	Willits Trail Funding	EV Trails - 606-EV Trails	11/16/2000	\$15,000.00
TRL005	Infrastructure-Trails	Honeywagon Trail Project	EV Trails - 606-EV Trails	12/22/2000	\$35,000.00
TRL006	Infrastructure-Trails	Eagle Vail Trail	EV Trails - 606-EV Trails	12/31/2005	\$677,866.00
TRL007	Infrastructure-Trails	Donavan/Honeywagon Trail	EV Trails - 606-EV Trails	01/01/2002	\$103,165.00
TRL010	Infrastructure-Trails	2000 E Edwards Trail Project	EV Trails - 606-EV Trails	12/31/2000	\$486,034.00
TRL013	Infrastructure-Trails	Avon to Dowd Trail Project	EV Trails - 606-EV Trails	12/20/2002	\$22,884.00
TRL030	Infrastructure-Trails	Avon to Dowd Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	\$65,910.00
TRL040	Infrastructure-Trails	Gypsum Dotsero Trail Phase I	EV Trails - 606-EV Trails	12/31/2006	\$34,508.00
TRL051	Infrastructure-Trails	Eagle to Gypsum Trail	EV Trails - 606-EV Trails	12/31/2007	\$1,214,689.00
TRL063	CIP	Avon to Eagle-Vail Phase 4, Business District Construction in Progress	EV Trails - 606-EV Trails	12/31/2015	\$25,618.40
TRL064	CIP	Avon to Eagle-Vail, Business District to Kayak Crossing Trail 1152-191-8160.99 31904.Phase5	EV Trails - 606-EV Trails	12/31/2020	\$42,845.90
TRL065	CIP	Dowd Junction Trail 1152/2150-191-8160.99 31915.Down Junction	EV Trails - 606-EV Trails	12/31/2020	\$13,143.25
TRL071	Infrastructure-Trails	Cooley Mesa Trail	EV Trails - 606-EV Trails	12/31/2008	\$25,793.75
TRL041C	Infrastructure-Trails	Gypsum to Dotsero Phases V I-70 Overpass of Hwy 6 to River Road	EV Trails - 606-EV Trails	12/31/2014	\$367,669.66
TRL043C	Infrastructure-Trails	Gypsum to Dotsero Phases 2 and 3 BLM Horse Pasture to BLM Lava Parcel	EV Trails - 606-EV Trails	12/31/2014	\$709,893.48
TRL052B	Infrastructure-Bridges	2019 Addition from CIP	EV Trails - 606-EV Trails	12/31/2019	\$127,569.16
TRL052C	Infrastructure-Trails	Eagle to Horn Ranch Trail	EV Trails - 606-EV Trails	12/31/2019	\$7,991,561.15
TRL060C	Infrastructure-Trails	Avon to Eagle-Vail Phase II Post Blvd to I-70 Ramp	EV Trails - 606-EV Trails	12/31/2012	\$1,880,542.05
TRL061C	Infrastructure-Trails	Avon to Eagle-Vail Phase 1, Avon Rd to Post Blvd	EV Trails - 606-EV Trails	12/31/2014	\$590,002.39
TRL062C	Infrastructure-Trails	Avon to Eagle-Vail Trail - Phase 3 - Avon Trail	EV Trails - 606-EV Trails	12/31/2014	\$81,633.15

Eagle County Government

**Asset Listing**

Effective Date: 12/31/2021

Number	Classification	Description	Responsible Department	Acquisition Date	Original Purchase Price
--------	----------------	-------------	------------------------	------------------	-------------------------

Bridge

Grand Total: 108 Assets \$36,463,965.59

## VEHICLE INVENTORY FUNDING

Bus Number	Year	VIN	Funding	Purchase Price	% Federal	\$ Federal	% Local	\$ Local	Grant Amount	Grant PO #	Lien Maturity Date
886	2013	15GGD2710D1183048	5309	\$429,490	66%	\$283,009	34%	\$146,481	\$1,132,037	291001283	2023
887	2013	15GGD2712D1183049	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
888	2013	15GGD2719D1183050	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
889	2013	15GGD2710D1183051	5309	\$429,490	66%	\$283,009	34%	\$146,481			2023
								\$ -	\$ 663,200	291001488	
890	2014	15GGD2715E1183077	5311	\$443,839	75%	\$331,600	25%	\$112,239			2024
891	2014	15GGD2717E1183078	5311	\$443,839	75%	\$331,600	25%	\$112,239			2024
892	2017	15GGD2719H3188873	5311	\$434,885	78%	\$340,000	22%	\$ 94,885	\$ 340,000	491000709	2027
			5311		48%	\$ 60,000		\$ 180,000		491000708	2025
456	2015	1FDGF5GT2FED21023	FASTER	\$125,935	13%	\$ 16,666	39%	\$ 49,269	\$ 50,000	491000717	2025
			5311		48%	\$ 60,000		\$ 180,000		491000708	2025
457	2015	1FDGF5GTXFED21027	FASTER	\$125,935	13%	\$ 16,667	39%	\$ 49,268	\$ 50,000	491000717	2025
			5311		47%	\$ 60,000		\$ 180,000		491000708	2026
458	2016	1FDGF5GT1GEC58885	FASTER	\$126,908	13%	\$ 16,667	40%	\$ 50,241	\$ 50,000	491000717	2026
459	2017	1GB6GUBG0G1281023	5317	\$135,759	71%	\$ 96,000	29%	\$ 39,759	\$ 96,000	491000778	2027
460	2017	1GB6GUBL4G1276792	FSTR	\$149,336	70%	\$104,000	30%	\$ 45,336	\$ 104,000	491001178	2027
893	2017	15GGD2710H3188874	5339	\$434,885	79%	\$344,000	21%	\$ 90,885	\$ 344,000	491001071	2027
894	2017	15GGD2712H3188875	Local	\$434,885	0%	\$ -	100%	\$434,885	\$ -	N/A	N/A
895	2018	15GGD2716J3191428	5339	\$465,915	79%	\$370,400	21%	\$ 95,515	\$ 370,400	491001279	2028
896	2018	15GGD2718J3191429	5339	\$465,915	80%	\$372,732	20%	\$ 93,183	\$ 372,732	491001291	2028
461	2018	1GB6GUBL3G1276069	5339	\$154,887	57%	\$ 88,000	43%	\$ 66,887	\$ 88,000	491001282	2028
								\$ 1,111,827		491001458	
897	2019	15GGD2716K3192497	5339	\$463,261	80%	\$370,609	20%	\$ 92,652			2029
898	2019	15GGD2718K3192498	5339	\$463,261	80%	\$370,609	20%	\$ 92,652			2029
899	2019	15GGD271XK3192499	5339	\$463,261	80%	\$370,609	20%	\$ 92,652			2029
201	2020	7JZTH13J6LL000282	VW Settlement 5339(c)	\$985,041	47% 39%	\$467,567 \$383,334	14%	\$134,140	\$1,402,700 \$1,150,000	491002068 491001931	2030 2030
202	2020	7JZTH13J8LL000283	VW Settlement 5339(c)	\$985,041	47% 39%	\$467,566 \$383,333	14%	\$134,142	\$1,402,700 \$1,150,000	491002068 491001931	2030 2030
203	2020	7JZTH13JXLL000284	VW Settlement 5339(c)	\$985,041	47% 39%	\$467,567 \$383,333	14%	\$134,141	\$1,402,700 \$1,150,000	491002068 491001931	2030 2030
901	2021	15GGD2713M3195960	5339	\$542,000	74%	\$400,000	26%	\$142,000		491002249	2031
903	2021	15GGD2717M3195962	5339	\$542,000	74%	\$400,000	26%	\$142,000		491002249	2031
904	2021	15GGD2719M3195963	5339	\$542,000	74%	\$400,000	26%	\$142,000	\$1,200,000	491002249	2031
902	2021	15GGD2715M3195961	FSTR	\$542,000	74%	\$400,000	26%	\$142,000	\$400,000	491002266	2031
905	2021	15GGD2710M3195964	Local	\$542,000	44%	\$237,161	56%	\$304,839		N/A	N/A



**Agenda Item Details**

Meeting Jan 01, 2050 - \*\*\*\*\*Signature Workflow\*\*\*\*\*

Category A. BoCC Signature

Subject 3. Eighth Amendment to Regional Transportation Operations Facility IGA

Access Public

Type Action (Consent)

Preferred Date Nov 09, 2021

Fiscal Impact Yes

Dollar Amount 84,636.00

Budgeted Yes

Budget Source ECO Transit

Recommended Action Approve

**Public Content**

**Prepared By:** Tanya Allen

**Department:** ECO Transit

**Executive Summary:** This is the annual renewal of the IGA between Eagle County and Avon for use of the Swift Gulch Transit facility. ECO currently stages up to 9 vehicles out of the facility. Buses staged at the facility are subject to negotiated lease, maintenance, cleaning, and fueling costs as outlined in the attachments provided.

**Reviewing Attorney:** Christina Hooper

Approved As  
To Form:

DocuSigned by:  
*Christina Hooper*  
FC69D7FCDF3A4BB...

- **BoCC signature?:** Yes

- **County Manager signature?:** No

DocuSigned by:  
*Rhea Silvercorn*  
444EFF6D9F7F48E...

1- Exhibit A-7 Lease Payment Calculation.pdf (264 KB)

2- Exhibit B Fleet Maintenance ECO.pdf (30 KB)

**Administrative Content**

**Signature Required Information**

Attach **ALL** exhibits, including the insurance certificate. **Do not attach the contract or resolution**, that will be provided by the reviewing Attorney.

**EIGHTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR BUS  
STORAGE & SERVICE AT THE I-70 REGIONAL TRANSPORTATION OPERATIONS  
FACILITY**

THIS EIGHTH AMENDMENT ("Eighth Amendment") is effective as of 12/7/2021 by and between the Board of County Commissioners of Eagle County a body corporate and politic, doing business as ECO Transit (hereinafter "ECO"), located at 3289 Cooley Mesa Road, Gypsum, Colorado, and the Town of Avon a Colorado home rule municipality (hereinafter "Avon"), located at One Lake Street, Avon, Colorado. ECO and Avon shall collectively be referred to as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into an agreement dated the 29th day of October, 2013, for Bus Storage and Service at the I-70 Regional Transportation Operations Facility (the "Original Agreement"); and

WHEREAS, by a First Amendment dated the 9th day of December, 2014, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Second Amendment dated the 22nd day of December, 2015, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Third Amendment dated the 15th day of November, 2016, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fourth Amendment dated the 12th day of January, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Fifth Amendment dated the 13th day of November, 2018, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Sixth Amendment dated the 17th day of December, 2019, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, by a Seventh Amendment dated the 12th day of January, 2021, the Parties modified the scope of Services and compensation as set forth in the Original Agreement; and

WHEREAS, the Parties desire by this Eighth Amendment to further modify the scope of Services and compensation as set forth in the Original Agreement.

**EIGHTH AMENDMENT**

NOW THEREFORE, in consideration of the foregoing and the mutual rights and obligations as set forth below, the Parties agree as follows:

1. The Original Agreement shall be amended by the replacement in its entirety of Exhibit A (the Lease Payment Calculation), with the new Lease Payment Calculation attached hereto as **Exhibit A-7**, and incorporated herein by reference.
2. The Original Agreement shall be amended by the replacement in its entirety of Exhibit B (Avon Fleet Maintenance Service Rate Sheet), with the new Rate Sheet attached hereto as **Exhibit B-2**, and incorporated herein by reference.
3. Capitalized terms in this Eighth Amendment will have the same meaning as in the Original Agreement. To the extent that the terms and provisions of the Eighth Amendment conflict with, modify or supplement portions of the Original Agreement, the terms and provisions contained in this Eighth Amendment shall govern and control the rights and obligations of the parties.
4. Except as expressly altered, modified and changed in this Eighth Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect, and are hereby ratified and confirmed in all respects as of the date hereof
5. This Eighth Amendment shall be binding on the parties hereto, their heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to the Original Agreement the day and year first above written.

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

By: \_\_\_\_\_  
DocuSigned by:  
*Matt Schurr*  
Matt Schurr, Chair

Attest:  
By: \_\_\_\_\_  
DocuSigned by:  
*Regina O'Brien*  
Regina O'Brien, Clerk to the Board

Town of Avon

By: Signature \_\_\_\_\_  
DocuSigned by:  
*Eric Heil*  
Name and Title: Eric Heil, Town Manager

Attest:  
By: Signature \_\_\_\_\_  
DocuSigned by:  
*Brenda Torres*  
Name and Title: Brenda Torres, Town Clerk



**I-70 REGIONAL TRANSPORTATION OPERATIONS FACILITY  
EXHIBIT A-7  
LEASE PAYMENT CALCULATION**

**LEASE RATES AND CHARGES**

Lease payment calculations consist of Capital, Operations and Maintenance (“O&M”), and Asset Management and will be charged as a budget neutral operation. Capital and Asset Management charges will remain fixed for the term of the Agreement. O&M costs will be audited each year and may be subject to change upon written notice by the Town of Avon no later than June 1 of any given year, which adjustment shall take effect no sooner than January 1 of the succeeding year.

<b>Operations and Maintenance Cost</b>			
	<b>FY 2021</b>	<b>FY 2022</b>	<b>Comments</b>
		<b>Projected Costs</b>	
Utilities	\$39,506	\$35,086	$\$18,744.60 - \text{Gas} \times 62\% = \$10,381$ $\$23,418.25 - \text{Electric} \times 62\% = \$20,719.32$ $\$4,829.21 - \text{Water \& Sanitation} \times 62\% = \$2,962.39$ Total: $\$10,381 + \$20,719.32 + 2,962.39 + 3\% \text{ inflation}$
Snow Management	\$7,442	\$7,442	Same: $\$11,812/\text{year}$ - all of Swift Gulch (60/40 Transit/Fleet) = $\$7,087 + 5\%$
Pest Control	\$900	\$590	Orkin ( $\$950 \times 0.62\%$ )
Security	\$6,348	\$4,247	Security, Alarms & sprinklers ( $\$950 \times 62\%$ )
Broadband/Internet/Wi-Fi	\$0	\$3,224	$\$5,200 \times 62\%$
Janitorial	\$13,000	\$10,230	Contract and Avon Staff ( $\$12,000$ and $\$4,300$ ) $\times 62\%$
Coffee Service	\$2,100	\$1,000	reduced
Computer and Printer	\$0	\$0	Currently using Avon Computer and ECO printer
Telephone	\$1,550	\$3,549	$\$5,724 \times 62\%$ (in support of security and alarms)
Insurance Premium	\$11,195	\$10,225	$\$16,491.91 \times 62\%$
Building Maintenance (Facilities)	\$27,030	\$61,281	$\$87,330 \times 62\% + \$28,000$ emergency garage repair and maintenance (doors and Plumbing)
<b>Total</b>	<b>\$109,071</b>	<b>\$136,873</b>	
<b>Per bus stall per month</b>	<b>\$378.72</b>	<b>\$475.25</b>	

<b>SHARED CAPITAL INVESTMENT (Capital Portion)</b>	
Local Match(credit \$568,843 for residual value & for design contributions: ECO \$238,000 & TOA \$146,332	\$1,289,489 funded via bonds by TOA
Number of Indoor Stalls	24
interest rate	4.69% TOA's bond rate
duration (years)	40 years
# monthly payments	480 months
equivalent monthly rate	0.39%
Amortized capital, total	\$53,729 /month
Amortized capital, per bus per month	\$248 /bus/month
Amortized capital, per bus per season	\$2,978.35 /bus/year

<b>SHARED ASSET MANAGEMENT (AM portion)</b>	
Target Asset Replacement Fund	\$550,000 HVAC, pavement, misc. repairs
Replacement Frequency	25 years
Linear set aside target	\$22,000 per year
Local Match Needed	100%
Local Match AM Set Aside	\$22,000 total per year
Number of Stalls	24
	\$76 /bus/month
	\$917 /bus/year

<b>LEASE PAYMENT SUMMARY BUSES LARGER THAN 32 FT.</b>	<b>FY 2021</b>
Capital portion	\$248 /bus/month
O&M portion	\$475 /bus/month
AM portion	\$76 /bus/month
Total Monthly	\$799 /bus/month
Total Seasonal	\$9,588 /bus/year
<b>BUSES SMALLER THAN 32 FT.</b>	
(Four buses in a row instead of three)	\$661
<b>Total Monthly for 8 Buses + 1 small bus</b>	<b>\$84,636.00 /year</b>



<b>BUS WASH COSTS</b>			
<b>Operation and Maintenance Costs</b>	<b>2021</b>	<b>2022</b>	<b>Comments</b>
Utilities	\$ 3,243.35	\$ 2,414.57	Gas \$16,744.60x14%+3% = \$2,414.57
	\$ 4,966.51	\$ 4,818.91	Electric \$33,418.25x14%+3% = \$4,818.91
	\$ 10,963.33	\$ 8,728.44	Water dedicated Line (\$8,474.1) + 3%
Trash	\$ 1,200.00	\$ 1,200.00	same
Modem	\$ 1,512.53	\$ -	Landline no longer needed
R&M Building and Facilities	\$ 1,700.00	\$ 10,141.00	HVAC Maint, Garage Door Repair, Chem test, Motor Repair
R&M Other Specialized Equipment	\$ 21,939.00	\$ 21,939.00	equipment replacement
Other Purchase/Contract Service	\$ 6,000.00	\$ 8,000.00	Sludge removal-drain cleanout/Wash Maint
Staff Time	\$ 10,499.82	\$ 11,129.80	Bldg Maintenance Staff @ 8hrs/week +3%
Other Misc Operating Supplies	\$ 9,500.00	\$ 5,500.00	supplies,softner, soap, nozzles, pump and motor replacement
<b>Total Yearly Expense</b>	<b>\$ 71,524.54</b>	<b>\$ 73,871.72</b>	
<b>Number of Vehicles Washed</b>			
Bus Wash/Carriage Wash	3,143	\$ 3,053.00	2020 Actual
Car Wash	892	\$ 641.00	2020 Actual
Total Equivilant washes	10,321	\$ 9,800.00	Buses are 3 times cars
Cost/equivilant washes	\$ 6.93	\$ 7.54	
Cost/Bus Wash	\$ 20.79	\$ 22.61	
Cost for Car to use Avon Bus Wash	\$ 7.00	\$ 7.50	
Fee for Avon Employee to download money	\$ 2.50	\$ 2.60	5 min effort 3% increase
Fee for Avon Employee to wash bus	\$ 25.75	\$ 27.00	5% increase
ECO Transit Bus Wash and Fueling		\$ 52.21	Per Bus
Fee for Avon Employee to Clean Bus Only		\$ 27.00	Hand Clean Bus when wash is down
Fee for Avon Employee to Fuel Bus Only		\$ 5.25	As requested by ECO Transit Drivers
Fee for Avon Employee to download money Only		\$ 5.25	As requested by ECO Transit Drivers

## **EXHIBIT B-2**

### **AVON FLEET MAINTENANCE SERVICE RATE SHEET**

#### **1. Contractor Services and Hourly Rate:**

At the verbal or written request of ECO Transit, Avon may provide repair and replacement work for ECO buses. For any such repair or replacement services, ECO will pay Avon a unit hourly shop rate of \$110.00 per hour for light duty vehicles and equipment and \$120.00 per hour for heavy duty vehicles and equipment which is the same rate as previous. Materials and sublet work shall be charged at cost plus twenty-five percent (25%).

#### **2. Fuel Rate:**

ECO Transit will pay Avon a unit fuel rate of cost plus \$0.15/gallon.

#### **3. Warranty:**

Contractor will perform all services in a prompt, efficient and workmanlike manner. Contractor shall promptly correct any defective work. This warranty shall be in lieu of all other warranties, express or implied. Contractor's sole liability hereunder, whether in tort or in contract, is expressly limited to the warranty provided for herein.

**INTERGOVERNMENTAL AGREEMENT  
FOR LEASE OF THE ECO TRANSIT WELCOME CENTER SPACE AT THE  
VAIL TRANSPORTATION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into the <sup>27th</sup>~~18th~~ day of March 2014, between the Board of County Commissioners of Eagle County, a body corporate and politic ("County"), and the Town of Vail, a Colorado municipal corporation, hereinafter referred to as the "Town" (individually at "Party" and collectively, the "Parties").

**RECITALS**

WHEREAS, the Town owns, operates and maintains the Vail Transportation Center located at 241 South Frontage Road East, Vail, Colorado 81657 (the "VTC"); and

WHEREAS, the County wishes to lease certain space within the VTC for bus-ticket sales and the provision of information services concerning local and regional transportation, as well as information regarding the Town of Vail, Vail Resorts, Greyhound, and local hotels and businesses; and

WHEREAS, the Town is willing to lease said space to the County upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Parties do hereby agree as follows:

1. **Term**. The initial term ("**Initial Term**") of this IGA shall commence upon execution of this Agreement by both parties and shall end on December 31, 2014, unless earlier terminated as hereinafter provided.
2. **Renewal Term**. After expiration of the Initial Term, this IGA shall automatically renew on the same terms and conditions for up to five (5) additional one-year terms (each one year period will individually be referred to as a "**Renewal Term**"). Each Renewal Term will commence on January 1 and end on December 31 of the succeeding calendar year.
3. **Premises**. The Town hereby grants to the County the right to lease and occupy the following space at the VTC:

**Space No. 400 consisting of an approximately 197 square foot area located on level 4 of the VTC, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. (the "Premises").**

The Town will allow the County to place a Ticket Vending Machine outside of space No. 400 with access to power provided by the Town. Area of the needed space will be at least 3 feet wide by 2 feet deep.

4. **Lease Payment Amount**. As consideration for lease of the Premises under this Agreement, the County shall pay to Vail for each term as follows:

- County will compensate the Town of Vail for use of the Premises in the form of bus tickets valued in an amount not to exceed \$50,000 per year. The bus tickets will be for the use of Town of Vail employees.

5. **Budgeting and Appropriation.** The County's obligations under this Agreement are subject to the County's annual right to budget and appropriate the sums necessary to lease the Premises. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of the County within the meaning of any constitutional or statutory debt limitation. Notwithstanding anything to the contrary contained in this IGA, the County shall have no obligations under this IGA with respect to any period after the end of the fiscal year in which funds have been appropriated therefore by the County in accordance with a budget adopted by the Board of County Commissioners in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. § 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20). If applicable funds are not appropriated for a forthcoming Term, the County may terminate this Agreement without penalty, effective upon the commencement of the period for which funds have not been appropriated. the County will use its best effort to notify the Town of such non-appropriation of funds and resulting termination at the earliest possible date.

6. **Payment.** Payment will be made as follows:

- On a monthly basis, County will report and reconcile bus ride activity reports for passes dedicated to the Town of Vail billing code in the ridership software. Rides by pass will be reconciled at a rate of \$1.50 per ride, not to exceed \$85 per employee per month. Reports will be available to the Town no later than the 15<sup>th</sup> of the month following the billing period.

7. **Rights and Limitations on Use of the Premises.** The following rights and limitations apply to the County's use of the Premises:

- (a) The County shall have access to the Premises only during normal operating hours for the VTC.
- (b) The County agrees to accept the Premises in its existing condition and agrees not to make any installation on the Premises, except as may be removed without damage to the Premises.
- (c) The County agrees to take good care of the Premises and to leave the Premises in the same condition as when first occupied at the commencement of this Agreement, reasonable wear and tear expected.
- (d) The County shall be permitted to display signage necessary for its operations and as required by Greyhound Lines, Inc. The County will, at its own expense, maintain in good condition, all permitted signs and shall, on the expiration or termination of this Agreement, remove all such permitted signs and repair any damage that may be

caused by such removal.

- (e) The County agrees to immediately notify the Town of any defects or dangerous conditions in and about the Premises of which the County becomes aware. The County agrees to reimburse the Town for the cost of repairing any damage to the Premises caused by acts or omissions of the County.
- (f) The County shall not permit the Premises to be used for any purpose prohibited by law, and will use the Premises in accordance with the general rules and regulations adopted by the Town governing the operation of the Premises.
- (g) The County has the right to contract with a third-party independent contractor to provide bus-ticket sales and information services on its behalf. County's independent contractor will be required to comply with the limitations on use of the Premises contained herein.
- (h) The Town shall provide County one daily parking pass per month for parking at the Vail Transportation Center through the course of the lease.

8. **Termination.** The County or the Town may terminate this IGA without cause by providing at least forty-five (45) days prior written notice to the other Party.

9. **Utilities.** The Town agrees that it will, at its own expense, furnish the necessary electricity, heating, lighting, trash removal, and water for the leased premises. The County shall provide janitorial and other services necessary to maintain the Premises in a clean and orderly condition, as well as special lighting lamps not normally furnished by the Town, at the County's own cost and expense.

10. **Inspection.** The Town shall have the right to enter the Premises for the purpose of inspecting or protecting the Premises.

11. **Liability and Indemnification.** The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.

12. **Insurance.** The County must carry valid insurance for any individuals and property that are involved in use of the Premises. The Parties must each carry property damage and general liability insurance policies, each in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate.

13. **Relationship of the Parties.** The relationship between the Parties is that of cooperating independent governmental entities and nothing herein shall be deemed or construed as creating a relationship of principal and agent, partnership, joint venture, or joint ownership interest in the real property.

14. **No Waiver of Governmental Immunity.** Nothing in this IGA shall be construed to

waive limit, or otherwise modify any governmental immunity that may be available by law to the Town or the County, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the County, and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

15. **Notice.** Any notice, demand, or other communication required or permitted to be given by any provision of the Lease shall be given in writing, delivered personally or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, address as follows:

To the Town: Town of Vail  
Pam Brandemeyer  
Assistant Town Manager  
755 Frontage Road  
Vail, CO 81657  
Ph.: (970) 479-2100

To the County:  
Eagle County  
Director of Transportation for ECO Transit  
3289 Cooley Mesa Road  
P.O. Box 1070  
Gypsum, CO 81637  
Ph.: 970-328-3520

16. **No Third-Party Beneficiaries.** Nothing contained in this IGA is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of the Town, the County or Eagle County. Absolutely no third-party beneficiaries are intended by this IGA. Any third-party receiving a benefit from this IGA is an incidental and unintended beneficiary only.

17. **Miscellaneous.**

- a. Except as provided herein, no amendment, alteration, modification or addition to this Agreement shall be valid or binding unless in writing and signed by the Parties.
- b. The caption of each section is added as matter of convenience only and is to be considered of no effect in the construction of any provision contained herein.
- c. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.
- d. Should either party bring suit to enforce the terms of this Agreement, the Parties shall bear their own respective costs, expenses, and attorneys' fees.



- e. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

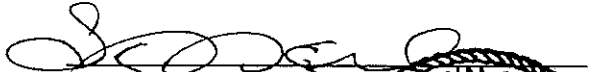
*// Signature Page Follows //*

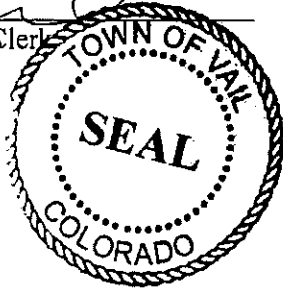
IN WITNESS WHEREOF, the Parties hereto have executed this IGA the day and year first above written.


TOWN OF VAIL

TOWN OF VAIL, STATE OF COLORADO, By and Through Its MAYOR

ATTEST:

  
Tammy Nagel, Town Clerk



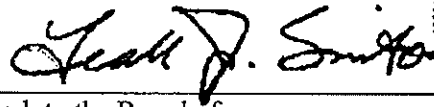
By:   
Andy Daly, Mayor

Date: March 18, 2014

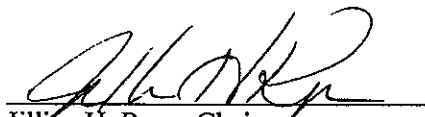
EAGLE COUNTY

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

ATTEST:

  
Clerk to the Board of County Commissioners



  
Jillian H. Ryan, Chairman

Wm:  Deputy

Date: 5/27/14

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
TOWN OF EAGLE  
AND  
THE COUNTY OF EAGLE, STATE OF COLORADO  
FOR  
MAINTENANCE SERVICE OF POLICE DEPARTMENT VEHICLES**

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 23 day of January, 2007, by and between the Town of Eagle (hereinafter referred to as the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (hereinafter referred to as the "County").

**WITNESSETH:**

THAT, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree hereby as follows:

**1. SCOPE:**

The County does hereby agree to perform maintenance services for the Town of Eagle located within the County of Eagle, State of Colorado. Said maintenance services shall be limited to the following unless approved in writing by the County:

**See attached IGA Rate Schedule for Service**

**2. PERIOD OF AGREEMENT:**

The term of this agreement shall commence the 1<sup>st</sup> day of March, 2007, shall expire on the 1st day of March, 2008; however, this Agreement shall automatically renew on an annual basis, each March 1<sup>st</sup> unless terminated in accordance with this Agreement.

**3. REMUNERATION:**

A. The Town agrees to pay the County a rate of \$70.00 per hour for mechanic's time performing the above maintenance services. Such rate is subject to amendment and modification by mutual agreement of the parties upon each renewal period or at a time otherwise agreed to by the parties.

In the event the county agrees to perform additional services to those outlined in Paragraph 1, the hourly rate shall be negotiated by the Eagle Fleet Supervisor prior to the

County performing any additional maintenance services. See attachment for IGA rate schedule for specific service rates.

- B. The County shall bill the Town for maintenance services on the first of every month. Payment by the Town is due and owing to the County by the 30<sup>th</sup> of the month. Any payments made by the Town to the county must be made out to the Eagle County Motor Pool Fund.

**4. INDEMNIFICATION/HOLD HARMLESS:**

To the extent allowed by law the Town shall hold the County harmless from all claims by the Town or by third parties asserted against the County arising out of the County's maintenance service of the Town vehicles.

**5. MISCELLANEOUS:**

- A. The Town recognizes that the County is merely providing a service for the Town and that County vehicles are the number one priority of the Eagle County Fleet Mechanics.
- B. Either party may terminate this Agreement with or without cause upon thirty (30) days' notice in writing to the other party.
- C. All written notices shall be given by certified mail to the following address:

Eagle County Motor Pool  
P. O. Box 250  
Eagle, CO 81631

Town of Eagle  
P. O. Box 609  
Eagle, CO 81631

- D. The provisions of this agreement shall extend to and be binding upon the respective parties hereto, their successors and assigns. Notwithstanding the foregoing, financial obligations of the Town and the County, respectively, payable after the current fiscal year, are contingent upon funds for the purposes set forth in this Agreement being appropriated, budgeted and otherwise made available.
- E. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

F. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the Town or the county other than that contained herein.

G. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

H. The Town has represented to the County and, likewise, the County has represented to the Town that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this agreement, this Agreement shall be considered null and void as of the date of such court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23 day of January, 2007.

**THE COUNTY:**

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

ATTEST:

By: *Scott J. Smith*  
Clerk of the Board of  
County Commissioners

By: *Sharon J. Fisher*

ATTEST:

By: *Marilyn M. ...*  
Clerk

By: *[Signature]*  
Mayor, Town of Eagle

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date") by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and the Board of County Commissioners of the County of Eagle, State of Colorado, a body corporate and politic (the "County") (each a "Party" and collectively the "Parties").

WHEREAS, the Town utilized a local mechanic for maintenance of the Town's fleet vehicles until their recent retirement, and now wishes to use the Eagle County Fleet Management's services for such maintenance; and

WHEREAS, the Parties are authorized to enter into this Agreement by Article XIV, § 18 of the Colorado Constitution and C.R.S. § 29-1-203, which allow governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and sufficient consideration, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the maintenance of Town police department vehicles by the County.
2. Services. The County, through Eagle County Fleet Management, agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the service or work described in **Exhibit A**.
3. Term. This Agreement shall commence upon the Effective Date and shall continue through \_\_\_\_\_.
4. Termination. This Agreement may be terminated by either Party, with or without cause upon 30 days' prior written notice to the other party. The County shall be entitled to compensation for services performed prior to such termination, and both Parties shall thereafter be relieved of all duties and obligations under this Agreement.
5. Hold Harmless. The Town shall hold the County harmless for any claims from third parties arising out of the County's maintenance of the Town's vehicles.
6. Miscellaneous.
  - a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

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

**TOWN OF EAGLE, COLORADO**

\_\_\_\_\_  
Scott Turnipseed, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Rakow, Town Clerk

EAGLE COUNTY, COLORADO

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ATTEST:

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County Clerk



## EXHIBIT A

1. *Rate.* The Town agrees to pay the County a rate of \$110.00 an hour for mechanic's time performing maintenance services.
2. *Payment.* The County shall bill payment on the first of every month. Payment is due from the Town by the 30<sup>th</sup> of the same month.
3. *Scope of Maintenance Services.* The County shall be responsible for routine maintenance of Town police vehicles, including without limitation regular oil changes, proper tire inflation, engine operation, transmission, air conditioning and any other repairs or major components necessary for the safe operation of police vehicles.

