



SMART

San Miguel Authority for Regional Transportation

Board of Directors – Meeting Agenda
San Miguel County Miramonte Conference Room
333 West Colorado Avenue 2nd Floor
February 9, 2017 – 1:00 p.m.

	PRESENTER	TYPE	TOPIC
1.	Board	Meeting Resolution	Review and Approval of the Agenda
2.			Public Comment
3.	Kothe	Meeting Resolution	Review and Approval of January 12, 2017 Board Minutes
4.	Board	Meeting Resolution	Ratification on the Chair's signature on a letter to the members of the House Transportation and Energy Committee in support of HB17-1018, the RTA Property Tax Authorization Sunset Provision.
5.	Board	Meeting Resolution	Board authorization for Telluride Town Manager Greg Clifton to represent SMART in his testimony before the Colorado Legislature regarding the RTA Property Tax Authorization Sunset Provision.
6.	Board	Review & Resolution	Review of responses to the RFP for accounting services. Interviews with Rosamond (Roz) Strong. A.S.A.P. Accounting & Payroll Services, and Newell Services, LLC. Consideration of a resolution engaging with one of the accounting RFP respondents.
7.	Sean Murphy	Resolution	Consideration of a resolution engaging Paul Taddune, P.C. as SMART legal counsel.
8.	Board	Resolution	Consideration of a resolution establishing an Administrative Advisory Committee to operate under the SMART Board of Directors as outlined in Section 4.02 of the approved SMART Intergovernmental Agreement and establishing the terms, member groups and an appointment process.
9.	Board	Resolution	Consideration of a resolution establishing a Community Advisory Committee to operate under the SMART Board of Directors as outlined in Section 4.03 of the approved SMART Intergovernmental Agreement and establishing the terms, member groups and an appointment process.



SMART

San Miguel Authority for Regional Transportation

10.	Subcommittee	Review	Executive Administrator Recruiting Update
11.	Kothe	Review	Employee benefit package – Comparison with local governments
12.			Adjournment MOTION
			Next Meeting is Thursday, March 9 th , 1pm.

San Miguel Authority for Regional Transportation
Board of Directors Meeting

January 12, 2017 Minutes
San Miguel County Meeting Room
333 West Colorado Avenue – 2nd Floor

Meeting Resolution
Exhibit B

Member Directors present: Mountain Village –Chair Laila Benitez and Dan Caton, Town of Telluride – Todd Brown, Sean Murphy; San Miguel County – Joan May

The meeting was called to order at 1:04 pm.

1. Approval of Meeting Resolution for the Current Meeting Agenda and Minutes from December 12, 2016.

MOTION – Dan Caton moved to approve the meeting resolution covering the agenda for the January 12th, 2017 meeting and the minutes for the December 12th, 2016 meeting.

Todd Brown seconded the motion.

A unanimous vote approved the motion.

2. Consideration of responses to the RFP for banking services from Alpine Bank, US Bank, Community Bank of Colorado, and ANB American National Bank.

Board Members reviewed the banking proposals and heard from some of the bank representatives present at the meeting.

Consideration of a resolution to engage banking services.

MOTION- Joan May moved to approve SMART engagement with Alpine Bank for all services related to banking as outlined in the RFP.

Todd Brown seconded the motion.

A unanimous vote approved the motion.

3. Consideration of a recommendation on legal counsel to represent SMART.

Sean Murphy reported on his meetings with Roaring Fork Transportation Authority legal counsel Paul Taddune and Jeffrey Conklin. Subsequently, a phone interview took place between Paul Taddune and the Board. The Board directed staff to draft a resolution and a letter of engagement for legal representation between SMART and the law offices of Paul J. Taddune, P.C. for Board approval at the February 9th, 2017 Board meeting.

4. Discussion regarding establishment of an Administrative and/or Citizens Advisory Committees.

Staff was directed to draft two separate resolutions for Board consideration at the February 9th meeting. The first to form an Administrative Advisory Committee per the SMART IGA Section 4.02 with membership made up of the member government administrators and transit managers, with representation from the Telluride Ski and Golf Company Personnel or HR department. The second to form a Community Advisory Committee per the SMART IGA Section 4.03 with citizen and business representatives holding two-year terms as outlined below:

- a. Resident of the Town of Mountain Village (1 seat)
- b. Resident of the Town of Telluride (1 seat)
- c. Resident of the unincorporated San Miguel County (1 seat)
- d. At-Large a resident of the Town of Ophir or Norwood, or Sawpit (1 seat)
- e. A business owner or manager located within the SMART boundaries (1 seat)

- f. Representative of an organization serving seniors and human services (1 seat)
- g. Telluride Ski and Golf Corp (1 seat)

5. Discussion on Communications and Website

Todd Brown led a discussion on the importance of community involvement and communications. The Board discussed drafting a press release in the near term to update residents and business owners/managers on SMART progress and plans.

6. Update from Mountain Village Transit - Jim Loebe and Rob Johnson

The fall Colorado Association of Transit Agencies – CASTA conference to be held in Mountain Village September 19th through 22nd was reported as an opportunity to showcase SMART as well as local transit endeavors including the free gondola system. FTA and FASTER grants were also discussed.

7. Review of Accounting RFP

After a discussion direction was given to advertise and distribute the accounting RFP and consider responses at the February 9th, 2017 board meeting.

A motion to adjourn was made by Dan Caton and seconded by Todd Brown. The meeting was adjourned at 2:45 p.m.

Respectfully Submitted,

Nina Kothe, Interim Secretary

Approval Date: _____

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Laila Benitez, Board Chair

Meeting Digitally Recorded.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL
AUTHORITY FOR REGIONAL TRANSPORTATION
EVIDENCING ACTIONS TAKEN AT ITS FEBRUARY 9, 2017 REGULAR MEETING**

NO. 2017 - 3

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that are within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S Title 43, Article 4, Part 6, at the general election held on November 8, 2016;

WHEREAS, SMART is governed by the Colorado Regional Transportation Authority Law and the SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village and San Miguel County pending approval by the registered electors at the November 8, 2016 general election;

WHEREAS, the Board held a regular meeting on February 9, 2017; and

WHEREAS, Section 3.09 of the SMART IGA requires all actions of the Board to be taken by written resolution;

WHEREAS, the Board desires to take action on certain items set forth below in accordance with the SMART IGA.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Authority for Regional Transportation as follows:

1. At its February 9, 2017 regular meeting, the Board took action on the following:
 - a. Approval of the February 9, 2017 meeting agenda. Exhibit A.
 - b. Approval of the Board Minutes for January 12, 2017 –Exhibit B.
 - c. Ratification of the Chair’s signature on a letter to the members Colorado House of Representatives Transportation and Energy Committee in support of HB17-1018, the RTA Property Tax Authorization Bill. Exhibit C.
 - d. Ratification of an authorization for Telluride Town Manager Greg Clifton to represent SMART in Colorado Legislative hearings on the RTA Property Tax Authorization bill.

ADOPTED AND APPROVED by the Board of Directors at a regular public meeting held on the 9th day of February, 2017.

**SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION**

By: _____
Laila Benitez, Chair

Attest:

Board Secretary



Meeting Resolution
Exhibit C

SMART

San Miguel Authority for Regional Transportation

January 25, 2017

Via email to kcollier@rfta.com

Honorable Diane Mitsch Bush
And Members of the Transportation and Energy Committee
State of Colorado House of Representatives
Denver, Colorado

Re: Support of Property Tax Authorization Sunset Extension (HB17-1018)

Dear Chair Mitsch Bush and Honorable Members:

On behalf of the Board of Directors of the San Miguel Authority for Regional Transportation ("SMART"), I am writing in support of HB 17-1018. The Regional Transportation Authority Act ("Act") currently authorizes a uniform mill levy of up to 5 mills, with voter approval, through January 1, 2019. HB 17-1018 would extend this sunset provision through January 1, 2029.

SMART was formed by a majority vote of the registered electors of the Town of Mountain Village, Town of Telluride and the unincorporated area of San Miguel County at the November 8, 2016 general election. Funding for SMART will come from both property tax and sales tax. SMART's ability to provide transportation services to our region relies heavily on this capital funding through property tax. The current sunset provision will significantly limit SMART's ability to raise this capital beyond 2019.

We request the House Transportation and Energy Committee's approval of HB 17-1018.

Sincerely,

Laila Benitez
Chair, SMART

**Newell Services, LLC
PO Box 1471
Telluride, Colorado 81435**

**Proposal for Accounting Services
San Miguel Authority for Regional Transportation**

Prepared by: Jan Newell, Owner
Contact: 970-708-7615 or jan@newell.net
January 27, 2017

Firm Background and Philosophy

Newell Services, LLC has been performing bookkeeping services for over six years in the Telluride area specializing in nonprofit accounting and branching into for profit accounting during the past four years. We greatly value the important services provided by all of our clients and in turn strive to provide them with high quality services, accurate financial information and helpful advice.

The success of the firm is dependent upon its professional staff. It is our intent to successfully serve our clients by having staff who possess the capabilities, competence, and commitment to ethical principles necessary to ensure that services performed by the firm are in accordance with professional standards and regulatory and legal requirements. We will work closely with your management to ensure timely, high quality services.

Engagement Approach and Strategy

Our understanding is that you are a newly formed governmental subdivision. You are looking to hire a third-party accountant who will provide financial accounting services throughout the year including accounts payable, payroll, revenue tracking and monthly bank reconciliations. You currently have a full-time administrator that we would work with on an ongoing basis. The accountant would also report periodically to the Board of Directors, and assist in the annual process of closing the books for audit review and preparing the budget for the following year. Initially, there would also be a review of your current accounting procedures. The goal of this process would be to streamline the accounting procedures so that they are more efficient, while providing books and records which are accurate and meaningful to your organization.

Our firm would use Quickbooks online as its accounting software for the San Miguel Authority for Regional Transportation (SMART). We would follow Generally Accepted Accounting Principles and statements by the Governmental Accounting Standards Board. By using the online platform, we are able to share access with up to three staff or Board members, if needed. The goal would be to utilize Quickbooks and its functions as much as possible so that the amount of time spent on updating spreadsheets and other records outside of Quickbooks is minimized.

Scheduling and Staffing

Listed below are the qualifications of the individuals who we anticipate will perform these services:

Jan Newell

After four years in the United States Army as a Korean Linguist, Ms. Newell earned her Bachelor's of Business Administration at the University of Texas at Austin with a focus in Management Information Systems in 1996. After working as a database programmer for several years in the Washington, DC area, she switched her focus to bookkeeping in 2006, she became a Certified Bookkeeper in 2010.

Sharon Lichthardt

Ms. Lichthardt graduated from Northern Illinois University with a Bachelor of Science in Accounting and Finance. She has over twenty five years of accounting experience with the last nine and a half as the Finance & HR Director of the Wilkinson Public Library in Telluride. In this position she has earned the Distinguished Budget Award from the Government Finance Officers Association for the last seven years and managed two mill levies for operations and the bond for the building. She also manages human resources for the library. One of her first positions was with a non-profit that provided transportation and nutrition services for seniors in DeKalb county, Illinois. She also currently consults with small business clients for Region 10.

Fees For Service

Below is a summary of the fee estimates for the services mentioned above for the SMART:

Bookkeeping and accounting services would be billed at \$60 per hour with a minimum of \$120 per month.

We understand that containing administrative costs is critical to the success of any organization. We do our best to quote a realistic fee that is fair to you and will enable our professional staff to devote the appropriate amount of time to your organization so that you receive the high quality services that you deserve.

Additional Services

Other consulting services requested above and beyond the Request for Proposal will be billed at the hourly rate listed above. We will provide you with an estimate of the time needed for any additional services, before starting the project. Please contact us if you have any questions regarding our fees for service.

References

Our clients are small businesses and organizations that provide important social service programs. These clients are available to confirm that Newell Services, LLC is the best choice to make.

Marney Zafian, Founder
Element Pet Nutrition
970-708-3927

Courtney Stuecheli, Director
Telluride Adaptive Sports Program
970-728-3524

Rosamond (Roz) Strong

SKILLS SUMMARY

- Strong organizational skills, great attention to detail, self-motivated
- Mastery of QuickBooks Accounting Program and all related bookkeeping tasks
- Very knowledgeable with Word, Excel, Bill.com, Outlook, Adobe Acrobat and Windows
- Comfortable with PC and MAC computers
- Good communication skills and business management
- Reliable and flexible

WORK EXPERIENCE

Roz Strong Bookkeeping, 1986 to the present time

- Managing and operating my own full service bookkeeping business utilizing the following skills and more:
 - QuickBooks accounting program mastery
 - QuickBooks accounting auditing and clean up
 - Setting up accounting systems
 - Creating a chart of accounts
 - General Ledger reconciliations
 - Bank reconciliations
 - Preparing and analyzing financial statements
 - Invoicing and accounts receivable
 - Accounts payable and filing systems
 - Payroll systems and payroll reporting
 - Subcontractor reporting and filing
 - Budgeting strategies and reporting
 - Non-Profit organization understanding
 - Auditing procedures and reporting
 - Reporting for income tax purposes
 - Work closely with CPA's on income tax preparation
 - Board meeting reports
 - Insurance policy tracking and reporting
 - Sales Tax filing
 - Job costing and reporting
 - Anonymity
 - Personal relations

EDUCATION

California Real Estate License 1978-79

Degree in Computerized Accounting at Empire Business College 1984-85

Thirty years of experience as the president of my own bookkeeping business

ADDITIONAL EXPERIENCES

Property Management
Restaurant Management
Cook & Baker

Real Estate Sales
Mortgage Broker
Ski Lift Operator

EXTRA CURRICULAR

Parenting
Skiing, Hiking and Biking
Camping
Travel

Animals
Healing Arts
Investing
Home owner

REFERENCES

Roberta Peterson, CPA
Telluride CO
970.728.3584

Jean Wagner
Telluride CO
937.689.7998

Genne Boles, CPA
Telluride CO
970.728.3507

Brenda Gilbert
Denver CO
970.729.0377



SMART | ASAP Accounting & Payroll Services

Prepared For

C/O Todd Brown and Nina Kothe
SMART

Created By

Diana Murray
ASAP Accounting & Payroll, Inc.
Diana@businessasap.com

Introduction

Dec. 30, 2016

SMART

C/O Todd Brown and Nina Kothe

ninak@sanmiguelcountyco.gov

Enclosed you will find:

Proposed Services & Solutions: Pricing, Scope of Work

Expectations: Additional Fees, Annual Services, Payroll Supplemental Services

Client Responsibilities

The Fine Print

About ASAP: Real people make all the difference.

Feel free to submit questions using the 'Discuss' feature within the online proposal, or send us an email or give us a call. Please click 'Accept' button when ready to move forward. We look forward to the opportunity to work with you.

Important:

The information contained within this proposal is only valid for thirty days from the date listed above. ASAP Accounting and Payroll Services, Inc. wants to ensure that all of the financial and personnel information related to you and your organization will be considered highly confidential.

Overview

ASAP offers proven expertise in areas like accounting and controller services. Access to data is critical to operating a successful organization. With that goal in mind, we are proud of our products when it comes to leveraging technology to service our clients. Secure, online access to data files and paperless solutions are two examples of our investment in technology.

ASAP's experience in the industry extends over 25 years. Our foundation starts with service, and our dedicated and personal staff that is essential to the clients who depend on us.

We hope this brief overview provides you with an understanding of how we approach our business and the relationship we have with our clients.

The cornerstone of our business philosophy is extensive and continued communication with the clients. We keep our client in the loop at all stages of our accounting procedures. All of your financial data is accessible to you, round the clock through dedicated servers using the most modern software and backup facilities as well as through our integrated online solutions. In addition, we also act as business advisors by keeping an eye on the market trends and advising our clients on using the most modern and efficient methods related to managing their business.

Privacy, Confidentiality, Security, & Assurances

Confidentiality is a major priority for our firm. We are SSAE-16 (SAS70) Certified payroll operation and carry \$1M in Errors & Omissions insurance as well as a \$100k Fidelity Bond. Our software is hosted in a secure co-location facility with 24/7 monitors, bank-level security and back-ups. To comply with NACHA banking regulations, we perform annual reviews and testing.



Proposal

Accounting Services ESTIMATE including optional services

ESTIMATE			
Name/Description	Price	Quantity	Subtotal
Payroll Base Fee per Bi-Weekly Payroll	\$36.95	1	\$36.95
all-inclusive payroll, including tax management services and features outlined in the enclosed (start up discount included)			
Payroll, Price Per Check	\$2.50	1	\$2.50
1 Employee; actual cost will vary based upon number of employees processed with each payroll			
Subtotal:			\$39.45
Subscription Fees			
Name/Description	Price	Quantity	Subtotal
Monthly Accounting Services ESTIMATE	\$475.00 / Month	1	\$475.00 / Month
Our Base Accounting Services package includes services outlined in the Scope of Work section below. (start-up discount included)			
Subtotal:			\$475.00 / Month

Total Estimated Cost : **\$39.45**
 + \$475.00 / Month

Scope of Work

Accounting services related to the administration of this revenue includes: Bank account reconciliations, enter all claims in QuickBooks (or similar software) and develop and maintain a tracking system of all revenues and expenditures by account codes for the 3 participating jurisdictions and any other reports as needed e.g. for an oversight committee, auditors, etc.

ACCOUNTS PAYABLE

- Prepare and produce accounts payable checks weekly.
- Maintain accurate bank balances and check distribution lists.
- Prepare monthly warrants list.
- Reconcile vendor statements as necessary.
- Allocate all accounts payable to work elements directly or indirectly.
- Process 1099 forms for all subcontractors.

BANKING

- Review all Bank account reconciliations for accuracy
- Enter on the computer all claims and maintain a tracking system of all revenues and expenditures by account codes in order to have the required information to generate the annual State Controller's Report.

RECEIPTS

- Process accounts receivable and other income deposits.

BUDGETS

- Prepare and update monthly budget/actual expenditure and revenue reports.
- Prepare and update monthly or more frequently if needed, a cash flow report.

MISCELLANEOUS

- Provide informational reports as needed including, but not limited to, vendor analysis, detailed transactions ledgers, trial balances.
- Prepare Quarterly Financial Report in form to send to state and federal revenue sources with all state and federal required information categories.
- Assist the auditors in the preparation of the State Controllers Report on computer format provided by the State.
- Submit the State Controllers Report.
- Provide information as requested to annual fiscal auditors.
- Post year-end accruals and adjusting entries for the auditor.
- Prepare cost and revenue reports as needed by SMART to assist in the management of Transportation projects.

Any other services, including training, review time, or consultation activities not otherwise outlined will be billed by the hour.

Signed by:

SMART

Date

Additional Services & Fees

Accounting Payables Transaction Fees - Monthly

*Transaction Fees

- \$1.34 per check payment
- \$.67 per ePayment (ACH) or ACH receivable (payments received electronically via ePayment through Customer Portal via Online Receivables system).

Annual W-2 Processing Fees

Year End Tax Tables: updates for revised Fed/State withholding tables - *no additional charge.*

Federal & State Rate and Deposit Frequency: adjustments as required - *no additional charge.*

W2 Processing Services & Fees: \$20 base + \$5.00 each W2

Note; these fees are in addition to per payroll/monthly price quote listed above, as well as the postage per parcel is not included.

- Stress free W2's: ASAP prepares, prints, & mails copies to your employees.
- ASAP submits copies to Social Security Administration & State agencies for compliance.

- PDF versions are available for you to print should an employee call later for a 2nd copy.
- Employees can access W2's from HUB Employee Pay Portal.
- Integrates with TurboTax helping your employees file their 1040's fast & accurately.

Annual 1099 Processing Fees

1099 Processing Services & Fees: \$50 base + \$4.00 each 1099

Note; these fees are in addition to per monthly accounting services quoted listed above and must be requested/approved at year-end, prior to January 15th.

- Stress free 1099's: ASAP prepares, prints, & mails copies to your eligible vendors.
- ASAP submits copies to Federal & State agencies for compliance.
- PDF versions are available for you to print should a vendor call later for a 2nd copy.

Supplemental Payroll Services (at your request):

We are full service payroll provider; following are common requests where additional fees apply.

Benefit Management Services:

- **Retirement Plan Processing Services** - from \$25.00 per payroll; retirement plans and other benefits often require ASAP can provide reporting and remittance to agencies for 401(k).
- **Health/Benefit Plan Reconciliation** – from \$20.00 per month + \$0.50 per employee; ASAP reconciles your employee benefits vs. carrier invoices monthly; update changes to employee plans and insure proper amounts deducted from employees for their portion of plans)

Per instance:

- **Manual Checks** - \$10.00 (for example if you are terminating an employee, we can calculate this payment immediately)
- **Supplemental Payrolls** - \$25 + \$ 2/ck (bonus payroll runs, etc.)
- **Workers Compensation Insurance Audits** - \$50-75 depending on carrier ; ASAP will provide all the necessary details for your Auditor to perform the audit.
- **UI Benefit Claim Assistance** - from \$10 ; received a unemployment insurance notice? ASAP can assist you in completing the necessary details to file your claim.
- **Garnishment Management** - \$10-\$20 per instance, depending on agency; ASAP manages any child support or garnishment notice received; included we will help you respond accurately to the agency as required and set up the garnishment properly for future payrolls.

Delivery Services:

- **Rush Delivery/Courier Services** – range (\$10-25) price varies based on zip code and priority needs.
- **HUB Employee Portal** - \$0.50 per employee per month; payroll portal for your employees to retrieve historical pay stubs, W-2 Forms, and access company documents.
- **Check Stuffing** - \$0.25 per ck ; ASAP can stuff and seal your employee checks to further protect confidential information.
- **Check Stuffing & Mailing** - \$1.00 ; while we advise HUB + direct deposit; for those certain situations ASAP can mail checks directly to individual employee addresses.
- **Time Off Accrual** (set up or overhaul) – from \$25.00; please note TOA set up is included in your initial implementation. This charge would apply when a policy is added months later or a complete policy overhaul is required.

Signed by:

SMART

Date

Client Responsibilities

Assumption, Constraints, and Client Responsibilities

The proposed Accounting Package enclosed is based upon the Scope of Work as a start-up organization. We realize the organization will grow, and look forward to growing alongside and providing efficient and accurate accounting assistance.

As the workload varies, ASAP reserves the right to modify the Accounting Package and will maintain open lines of communication for services outside of this current Scope of Work.

- Client will provide online, view-only access to all Bank Accounts.
- Accounts Payable Processing; Client to approve payables via ASAP's Paperless Bill Management System (Bill.com) in a timely manner and communicate expense items that need clarification.
- Communication; ASAP operates most efficiently in an email-based environment. Any questions should be directed via email. If review time is needed, we ask clients to schedule an appointment.

NOTE: All items listed under this section are the responsibility of Client and it is assumed that these requirements will be met in a timely fashion. Any activities or costs incurred due to client responsibilities that are not met may be billable as additional work, including costs of delay or provision of missing items.

The Fine Print

Accounting - The Fine Print

We look forward to providing you with efficient and accurate accounting assistance. This letter will serve as the basis for our engagement and this proposal/estimate of work, together with any attachments and/or amendments to it, will constitute our whole agreement for services outlined in the enclosed. Specifically, ASAP Accounting and Payroll Services, Inc. will perform the services noted in the enclosed. In addition, we may from time to time, if mutually agreed upon, perform additional services for you. For all services performed, the conditions and limitations expressed in this engagement letter will apply.

We have agreed to bill your account at a fixed monthly rate. Any services not reasonably contained within the described scope of services will be billed by the hour. We will discuss any additional charges with you prior to commencing work on the project/service. We will bill you on a monthly basis for all fees and out-of-pocket expenses. We ask that you review each bill promptly when rendered and bring any questions to our attention fifteen (15) days, after which time all bills shall be deemed accurate, fair and reasonable.

Either party may terminate this engagement at any time upon a 30-day written notice to the other party. Subject to general standards of professional responsibility, our firm will have the right to terminate our engagement with you if any fees and/or expenses are not paid on a timely basis after a bill with respect to them is rendered. If the engagement is terminated, you will be liable for all fees and expenses incurred to the date of such termination.

ASAP Accounting and Payroll, Inc. wants to ensure that all of the information related to you and your organization will be considered highly confidential. In addition to the documents you provide to us as part of our work together, we consider the following information conveyed to ASAP Accounting and Payroll, Inc. to be highly confidential and will not be shared outside the ASAP staff directly involved with your work: Discussions of your financial situation, Discussion of plans for any new services, new products, or new technology, Discussion of any proposed activities with your clients. This is not an exhaustive list of the confidential information that has been provided or may be provided to ASAP Accounting and Payroll, Inc. but we want you to be aware that we are particularly sensitive to these matters.

By signing this proposal you acknowledge and agree that ASAP Accounting and Payroll Services, Inc. will not be liable for any lost profits, or for any claim or demand against you by any other party. In no event will ASAP Accounting and Payroll Services, Inc. be liable for incidental or consequential damages even if we have been advised of the possibility of such damages, nor will the firm or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement. Any damages, regardless of the form of action or resolution, shall not exceed the amount paid for the services in dispute. This shall be your exclusive remedy.

If the foregoing correctly sets forth your understanding of the terms of our engagement please ACCEPT and input your electronic signature as prompted.

Signed by:

SMART

Date

About ASAP

Real People Make All the Difference

ASAP Accounting and Payroll, Inc. started twenty-five years ago as a service to help small businesses grow and succeed. Born in Telluride, Colorado, ASAP grew up on Main Street within walking distance to many of our customers. We learned early on, if we made a mistake, it hurt real people. The people we saw at the coffee shop, at the local pub and walking down the street. Now, we service customers in over 41 states, and have offices across Colorado. It is engrained in our culture to go the extra mile to take care of our customers. Because, they are also our friends.

Meet [Y]our Team

It is engrained in our culture to go the extra mile to take care of our customers. Because, they are also our friends. Get to know the people behind what makes ASAP great.

Having troubles viewing the following images, view our [People page](#) for a clean look at our pretty faces.



80% of our Customers come from referrals.

That's the highest compliment we can get from our customers, and a good sign that we've done our jobs well. Don't take our word for it, [listen to what they have to say](#).

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
APPROVING SELECTION OF AN ACCOUNTING – BOOKKEEPING SERVICE**

RESOLUTION NO. 2017 - 4

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) has need for qualified accounting services for the newly formed organization, and

WHEREAS, SMART drafted and distributed and Request for Proposals (RFP) issued on December 20, 2016 with the goal of identifying the accounting service that can best offer the level of service required, and

WHEREAS, three qualified companies submitted proposals including the following:

- ASAP Accounting and Payroll
- Roz Strong Bookkeeping
- Newell Services, LLC

and;

WHEREAS, the SMART Board of Directors as reviewed and discussed the submittals and desires to select and engage an accounting service in a timely fashion to accommodate the immediate financial needs of the organization,

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Authority for Regional Transportation:

THAT, for the purpose of meeting all general budget and accounting operations for organizational revenue and the payment of expenses and quality tracking and reporting of these financial transactions they hereby select _____ as the service of choice for and until such time as the Board of Directors of SMART deem it necessary for any reason whatsoever to reissue an RFP and consider changing accounting relationships.

ADOPTED this 9th day of February, 2017

**SAN MIGUEL AUTHORITY FOR
REGIONAL TRANSPORTATION**

By: _____
Laila Benitez - Chair

Attest:

Board Secretary

**PROFESSIONAL SERVICES CONTRACT BETWEEN
THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION AND
PAUL J. TADDUNE, P.C.**

This Professional Services Contract is made and entered into effective as of the _____ day of _____, 2017 ("Effective Date") between the SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION, a regional transportation authority created pursuant to Colorado law, ("SMART") and PAUL J. TADDUNE, P.C., a Professional Corporation organized pursuant to the laws of the State of Colorado, and its affiliated law firms and attorneys (the "CONTRACTOR").

WHEREAS, SMART desires to engage a qualified and experienced CONTRACTOR to serve as General Counsel for SMART; and

WHEREAS, SMART has chosen CONTRACTOR to provide the Goods and Services set forth herein according to its procurement policies.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, SMART and the CONTRACTOR agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The required Services are as enumerated and described in Exhibit A – Job Description for the General Counsel, which document is attached hereto and incorporated herein.

ARTICLE 2 – COMPENSATION AND PAYMENT

The terms for Compensation and Payment are set forth in Exhibit B – Compensation and Method of Payment for Professional Services, attached hereto and incorporated herein. The maximum amount of professional fees and costs that SMART will be obligated to pay during the term of this Contract without a Contract Amendment shall be the amount set forth in the annual budget for the services of General Counsel, as may be amended from time to time.

ARTICLE 3 – TERM OF CONTRACT

CONTRACTOR shall commence the Services as General Counsel on the Effective Date set forth above and provide services as directed by the SMART Board and the SMART Administrator. The term of this Contract is for one (1) year from the Effective Date above. This Contract shall thereafter automatically renew for successive one (1) year periods unless either party provides notice of intention to terminate not less than ninety (90) days prior to the end of any term.

Notwithstanding anything to the contrary contained in this Contract, no charges shall be made to SMART nor shall any payment be made to the CONTRACTOR in excess of the amount for any work done without written approval in accordance with a budget adopted by the SMART Board of Directors in accordance with provisions of the Colorado Revised Statutes. Moreover, the

parties agree that SMART is a governmental entity and that all obligations beyond the current fiscal year are subject to funds being budgeted and appropriated.

ARTICLE 4 – NEGOTIATED RATE

The contract is a Fixed-Price, Labor Hour contract based upon the negotiated hourly labor rates as specified in Exhibit B – Compensation and Method of Payment, which may only be modified by written agreement of both parties to the Contract in the form of a Contract Amendment as specified in Article 8 below.

ARTICLE 5 – INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the Services required under this Contract as an Independent CONTRACTOR, not as an agent or employee of SMART. CONTRACTOR has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon SMART other than as provided in SMART's Intergovernmental Agreement and Governance Policies, without SMART's written authorization. SMART is only interested in the results achieved by the Services performed by the CONTRACTOR; the manner of legally achieving those results is the responsibility of the CONTRACTOR.

All of the Services required by this Contract shall be performed by or under the direction of Paul J. Taddune, the principal of CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified.

Furthermore, it is understood that SMART will not provide insurance or benefits of any nature to the CONTRACTOR, its employees, or subcontractors.

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The CONTRACTOR further agrees that in the performance of the Contract, no person having any such interests shall be employed.

ARTICLE 6 – INVOICING AND PAYMENT

- (1) SMART will pay CONTRACTOR for the Services performed and costs incurred under the Contract pursuant to Exhibit B – Compensation and Method of Payment for Professional Services of this Contract subject to the cap set forth in Article 2.
- (2) In accordance with the requirements of Exhibit B – Compensation and Method of Payment for Professional Services of this Contract, CONTRACTOR shall submit to SMART's Administrator complete, properly supported invoices for the Services performed. CONTRACTOR may submit no more than one (1) invoice to SMART for every 30 calendar days of the Term of Contract.
- (3) SMART will make payment to CONTRACTOR, conditioned upon compliance by CONTRACTOR with all other provisions of the Contract and CONTRACTOR furnishing SMART with the following:

- (a) CONTRACTOR's properly supported invoices for the Services performed.
- (b) Proof satisfactory to SMART that there are no unsatisfied claims and that no other indebtedness exists in connection with the Services.
- (4) The invoices shall be in a form satisfactory to SMART. The invoices shall be submitted to SMART at the following address:

Original Invoice to: Board of Directors
San Miguel Authority for Regional Transportation
Attn.: Laila Benitez, Chairman
P.O. Box 3140
Telluride, CO 81435

- (5) Payment terms are net 30 calendar days following receipt of a correct invoice by SMART.
- (6) The invoices submitted to SMART for payment shall include the applicable SMART contract number; total invoice amount (including itemized amounts charged for labor and materials); total number of labor hours expended and labor billing rates; invoice billing period; description of the Services performed during the invoice billing period (including completed Deliverables); and any other information that SMART may reasonably require.
- (7) The presentation of the invoices by CONTRACTOR to SMART as set forth in this Article constitutes an express warranty and representation by CONTRACTOR to SMART that the Services have progressed to the point indicated and that the quality of the Services is in accordance with this Contract.
- (8) CONTRACTOR shall maintain books and records supporting all amounts invoiced to SMART. CONTRACTOR shall preserve such books and records for the duration of this Contract and for three (3) years thereafter, during which time SMART and its representatives shall have access to such books and records and shall have the right to make any copies thereof for the purpose of auditing or verifying invoices or for any other reasonable business purpose.
- (9) CONTRACTOR warrants and represents that all books and records specified above shall be complete and accurate and that SMART may rely on such records and books for any purposes. If CONTRACTOR becomes aware that such records are inaccurate or incomplete, CONTRACTOR will promptly notify SMART in writing.

ARTICLE 7 – EMPLOYMENT OF AUTHORITY'S PERSONNEL

The CONTRACTOR shall not employ any person or persons in the employ of SMART for any work required by the terms of this Contract without the written permission of SMART, except as may otherwise be provided for herein.

ARTICLE 8 – CHANGES

- (1) SMART shall have the right, without additional consent from CONTRACTOR and without invalidating the Contract, to delete, or limit the required Services. SMART may propose to add to or expand the required Services, subject to CONTRACTOR'S acceptance of such expanded role.
- (2) Contract Amendments. Subject to the preceding paragraph, SMART shall issue Contract Amendments to make additions, deletions, or changes to the required Services. To initiate a Contract Amendment, SMART shall send CONTRACTOR a Request for Contract Amendment. Upon receipt, CONTRACTOR shall prepare an estimate of the effects of the change on the Contract Budget and/or Term of Contract. Upon agreement between CONTRACTOR and SMART on the effects of the change, SMART will issue a Contract Amendment specifying any change to the Contract Budget or the Term of Contract.
- (3) The Contract Budget and/or Term of Contract shall be subject to adjustment only by Contract Amendment(s).

ARTICLE 9 – SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the Services required under this Contract, SMART materially alters the scope, character, complexity, or duration of the Services from those required under the Contract, a Contract Amendment may be executed between the parties.

Minor changes in the Services which do not involve increased compensation or changes in the goals and objectives of the Services may be made by written notification of such change.

ARTICLE 10 – SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Contract that the work of the CONTRACTOR is considered personal by SMART. The CONTRACTOR agrees not to assign, sublet, or transfer any or all of its interest in this Contract without prior written approval by SMART. However, this provision shall not preclude Contractor from employing such other qualified professionals to assist in providing such services as Paul J. Taddune may determine to be in the best interests of SMART, including but not limited to the law firms of Karp Neu Hanlon (Jeffrey Conklin) and Fowler, Schimberg, Flanagan & McLetchie, P.C. (Daniel Fowler and Andrew McLetchie).

ARTICLE 11 – TERMINATION

- (1) Termination for Convenience: SMART may terminate this Contract for its convenience at any time by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. If the Contract is terminated by SMART for convenience, CONTRACTOR shall immediately discontinue any and all work upon receipt of such notice of termination and the CONTRACTOR shall be paid compensation for those Services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall

itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 12 – APPLICABLE LAWS AND VENUE AND CONTRACT DISPUTES

This Contract shall be governed by the laws of the State of Colorado. This Contract shall be deemed entered into in San Miguel County, State of Colorado.

In the event of a dispute concerning the enforcement and/or interpretation of this Contract, the parties hereby agree to attempt to resolve such dispute through negotiation and without mediation. If a party feels a dispute exists which cannot be resolved without mediation, that party shall give notice to the other party requesting mediation with respect to such dispute. If a mutually acceptable mediator cannot be agreed upon in good faith within ten (10) days from and after the effective date of notice from either party requesting mediation, a mediator shall be appointed by the Denver, Colorado, office of the American Arbitration Association, the Judicial Arbitrator Group or other similar reputable alternative dispute resolution service organization as chosen by the party initiating the mediation process. The parties shall equally share the cost of the mediator and shall each pay their own attorney's fees and all other costs incurred by each of them in connection with the mediation. In the event that the entire dispute is not resolved to the satisfaction of both parties within forty five (45) days from the effective date of such notice, then the parties agree that they may take such legal action as they deem appropriate. Venue for any mediation or arbitration or legal proceeding under this Agreement shall be exclusively in the County of San Miguel, State of Colorado unless the parties agree otherwise. Nothing herein shall bar a party from seeking injunctive relief at any time that it is necessary due to exigent circumstances.

ARTICLE 13 – SEVERABILITY

If any provision of this Contract is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Contract will not be adversely affected.

ARTICLE 14 – ASSIGNABILITY

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 15 – NOTICES

- (1) All official notices and communications under this Contract shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.

- (2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to CONTRACTOR:

Paul J. Taddune, Esq.
Paul J. Taddune, P.C.
323 West Main Street, #301
Aspen, CO 81611

Notice to SMART:

Board of Directors
San Miguel Authority for Regional Transportation
Attn.: Laila Benitez, Chairman
P.O. Box 3140
Telluride, CO 81435

- (3) Telephonic and electronic mail communications and facsimile transmittals may be used to expedite communications, but neither shall be considered official communications under this Contract unless and until confirmed in writing in accordance with this Article 15, paragraph (1) above.

ARTICLE 16 – COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SMART shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 17 – CONFLICTS OF INTEREST

SMART employees and directors are bound by the appropriate SMART Code of Ethics and Standards of Conduct, which were adopted by the SMART Board of Directors on _____. The SMART Code of Ethics and Standards of Conduct prohibits SMART employees and directors engaged in the award and administration of contracts, or any person acting on their behalf, from accepting, directly or indirectly, any gift with a value of more than a nominal amount, including meals or tickets to sporting events, from any person with whom the employee interacts on official SMART business. Therefore, CONTRACTOR, or its subcontractors or suppliers, may not make gifts or favors to any SMART employee or director. It is a violation of the SMART Code of Ethics and Standards of Conduct for any SMART employee to accept any such gift or favor.

ARTICLE 18 – WARRANTIES

The CONTRACTOR shall exercise in its performance of the Services the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services.

ARTICLE 19 – NONWAIVER

No failure or waiver or successive failures or waivers on the part of either party, its successors or permitted assigns, in the enforcement of any condition, covenants, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

ARTICLE 20 – MERGER

This Contract constitutes the entire agreement of the parties, all prior discussions, representations, and agreements being merged herein. The Contract may not be changed, modified, extended, or amended, nor any provision thereof waived, except by a written amendment executed by duly authorized representatives of the respective parties. The captions in this Contract are for convenience only and shall not affect the substantive meaning of any provision herein.

ARTICLE 21 – NO THIRD PARTY RIGHTS

Except as expressly set forth herein, the representations, warranties, terms, and provisions of this Contract are for the exclusive benefit of the parties hereto and no other person or entity shall have any right or claim against either party by reason of any of these terms and provisions or be entitled to enforce any of these terms and provisions against either party.

ARTICLE 22 – ATTACHMENTS

Any attachment or exhibit to this Contract will be incorporated into and made a part of this Contract. In the event of a conflict between the provisions contained in the body of this Contract and any attachment or exhibit, the terms in the body of this Contract will control.

ARTICLE 23 – SEPARATE COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

PAUL J. TADDUNE, P.C.

**SAN MIGUEL AUTHORITY FOR
REGIONAL TRANSPORTATION**

By: _____

By: _____

Paul J. Taddune, President

Laila Benitez, Chairman

Address: 323 West Main Street, #301

Address: P.O. Box 3140

Aspen, CO 81611

Telluride, CO 81435

**APPROVED by the Board of Directors of
the San Miguel Authority for Regional
Transportation in open session at the
regular meeting of the Board held on
_____, 2017**

EXHIBIT A

SCOPE OF WORK

GENERAL COUNSEL OBLIGATIONS. CONTRACTOR will adhere to any Board Policies in place at the time of executing this Agreement, and to any Board Policies subsequently adopted.

With respect to representing SMART in litigation, negotiations and all other matters, the CONTRACTOR will not:

- (i) Fail to zealously represent SMART's best interest;
- (ii) Have a conflict of interest precluding objective representation;
- (iii) Fail to foster the goals and objectives of the Board;
- (iv) Fail to maintain a professional demeanor both internally and externally;
- (v) Fail to take appropriate and timely action to reduce liability to SMART and the Board;
- (vi) Fail to assure that the Board and SMART is properly represented in all legal proceedings and that all legal documents are approved for form and legality.

GENERAL COUNSEL AUTHORITY. The Board authorizes CONTRACTOR to supervise and coordinate the activities of all outside legal counsel retained by SMART for one or more specialized types of litigation or legal issues. CONTRACTOR has authority to contract, hire, terminate and manage all outside legal services as justified by excess workload or insufficient experience of legal staff, and within the Board's allocated budget for the General Counsel's office. Furthermore, CONTRACTOR shall ensure the services from outside legal counsel are competent, appropriate, and within approved budgets.

CONTRACTOR shall have authority to negotiate settlement on all legal issues up to \$5,000.00 without Board's prior approval.

CONTRACTOR shall provide legal support and advice to all SMART departments and the Board.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

A. **Total Compensation.** The contract is a Fixed-Price, Labor Hour contract based upon the negotiated rates.

B. **Fee Schedule**

Labor	Fee
Paul J. Taddune	\$325/hour reduced from principal's standard hourly rate of \$450/hour
Affiliated Counsel (e.g. Jeffrey Conklin and Daniel Fowler)	\$190/hour
Paralegal	\$90/hour
Other Expenses	
Postage, copying, telephone, fees, transcripts, messenger services, etc.	At Cost
Investigations, travel, computer research, secretarial overtime, depositions, subpoenas, witness fees, exhibits, etc.	At Cost

C. **General Terms and Conditions**

- (1) For full and complete compensation for all work, materials, and services furnished under the terms of this Contract, the CONTRACTOR shall be paid an amount not to exceed the total contract budget specified in Section B, above.
- (2) The total cost of the Contract shall not exceed the contract budget specified in Section B above unless SMART determines that there is a requirement for a substantial change in the scope, character, or complexity of the work from that originally negotiated for the Contract and issues a Contract Amendment.
- (3) SMART shall pay the CONTRACTOR for actual Services performed in accordance with Article 6 of the Contract.
- (4) The CONTRACTOR expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by SMART, all of the work and services described in the Contract.
- (5) Should the work under the Contract be terminated for convenience by SMART, pursuant to Article 11 of the Contract, the CONTRACTOR shall be paid based upon the percentage of work completed at the point of termination.

- D. Partial Payment.** Payment for Services performed under the Contract shall be made based on actual work completed and substantiated by detailed invoices and other such documentation that SMART may reasonably require. Such invoices and other documentation will be verified by the SMART Administrator, and payment will be made by SMART to the CONTRACTOR in the full amount of the actual work completed, less the total of all previous payments, up to the amounts identified in Exhibit B, above.
- E. Final Payment.** The CONTRACTOR agrees that acceptance of this final payment for the Contract shall be full and final settlement of all claims arising against SMART for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and shall release SMART from any and all further claims of whatever nature, whether known or unknown, for and on account of said Contract, and for any and all work done, and labor and materials furnished, in connection with same.

General Counsel for SMART shall also endeavor to:

- Establish a program to appropriately archive all SMART files in the possession of CONTRACTOR; and
- Work with the SMART Administrator in formulating a plan for future succession and continuity in providing legal services as General Counsel for SMART.

DRAFT 1/17/2017

January 17, 2017

VIA E-MAIL: _____

Board of Directors
San Miguel Authority for Regional Transportation
Attn.: Laila Benitez, Chairman
P.O. Box 3140
Telluride, CO 81435

Re: Legal Services for San Miguel Authority for Regional Transportation

Dear Members of the Board of Directors:

You have requested that I and my firm provide legal consultation and representation as start up General Counsel to the San Miguel Authority for Regional Transportation (hereinafter "SMART"), in connection with SMART's desire to provide regional transportation services to the residents of San Miguel County, Colorado.

Practice standards and ethical considerations require that I outline the terms and conditions of our engagement. Our fees for such representation are generally based upon the time and labor required for providing legal services. Although my standard hourly rate is currently \$450 per hour, I have typically discounted my hourly rate for public sector clients who engage us on a long term basis and I am willing to bill at a reduced hourly rate of \$325.00 per hour. Time spent by affiliated attorney Jeffrey Conklin of Karp Neu Hanlon is billed at the rate of \$190.00 per hour and attorneys Daniel Fowler and Andrew McLetchie of Fowler, Schimberg, Flanagan & McLetchie is billed at the rate of \$250.00 per hour, and time spent by paralegals is billed at the rate of \$90 per hour. Time and labor required, however, are not the only basis for the determination of fees. We also consider such factors as the uniqueness and difficulty of the legal and practical questions encountered; the skill required to perform a service properly; the amount of assets involved; the results obtained; the time limitations imposed by you or by the circumstances; the experience, reputation, and ability of our firm in performing the required services; and the fees customarily charged in our locality for similar services. Many factors determine the complexity of any litigation, should litigation become necessary. Thus, although time is the primary criterion for fees, these other factors are always given consideration. It is our practice to bill monthly.

Our attorney's fees do not cover the fees or charges of any other person hired by SMART or by our firm on SMART's behalf such as inspectors, appraisers, and real estate agents. The fees and charges of these persons and companies shall be paid by SMART.

During the course of our representation, it may be necessary for us to incur and pay various

Board of Directors
San Miguel Authority for Regional Transportation
January 17, 2017
Page 2

costs. It is understood that you will reimburse us for such expenditures as they are incurred.

If the foregoing is acceptable, please sign and return this letter to me. Of course, if you have any questions, please do not hesitate to call.

Very truly yours,

PAUL J. TADDUNE, P.C.

Paul J. Taddune

The foregoing terms of engagement are agreed upon and approved:

Board of Directors
San Miguel Authority for Regional Transportation

By: _____
Laila Benitez, Chairman

Dated: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL
AUTHORITY FOR REGIONAL TRANSPORTATION
APPROVING A PROFESSIONAL SERVICES CONTRACT
WITH PAUL J. TADDUNE, P.C.**

NO. 2017 - _____

RECITALS:

WHEREAS, the formation of the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that is within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S Title 43, Article 4, Part 6, at the general election held on November 8, 2016;

WHEREAS, SMART is governed by the Colorado Regional Transportation Authority Law and the SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village and San Miguel County pending approval by the registered electors at the November 8, 2016 general election, and by the SMART Bylaws adopted at the regular meeting held on November 15, 2016;

WHEREAS, pursuant to Section 6.02 of the SMART IGA, SMART has all powers necessary to carry out its stated responsibilities;

WHEREAS, the Board of Directors of SMART (the “Board”) desires to engage legal counsel to advise the Board on general matters in furtherance of SMART’s responsibilities;

WHEREAS, the Board issued a request for qualifications to solicit applications for such general legal counsel position;

WHEREAS, at its regular meeting on January 12, 2017, the Board voted to engage Paul J. Taddune, P.C. and its affiliated law firms and attorneys to represent SMART; and

WHEREAS, the Board desires to enter into a Professional Services Contract for the purpose of formally engaging Paul J. Taddune, P.C. and its affiliated law firms and attorneys.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Miguel Authority for Regional Transportation hereby approves the execution of the Professional Services Contract between the San Miguel Authority for Regional Transportation and Paul J. Taddune, P.C., a copy of which is attached hereto as **Exhibit A**.

ADOPTED AND APPROVED by the Board of Directors at a regular public meeting held on the 9th day of February, 2017.

SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION

By: _____
Laila Benitez, Chair

EXHIBIT A

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL
AUTHORITY FOR REGIONAL TRANSPORTATION
ESTABLISHING THE ADMINISTRATIVE ADVISORY COMMITTEE**

NO. 2017 - ____

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that is within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S Title 43, Article 4, Part 6, at the general election held on November 8, 2016;

WHEREAS, SMART is governed by the Colorado Regional Transportation Authority Law and the SMART Intergovernmental Agreement (“SMART IGA”) approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village and San Miguel County pending approval by the registered electors at the November 8, 2016 general election;

WHEREAS, Section 4.02 of the SMART IGA states that the Board of Directors of SMART (the “Board”) shall appoint members to an Administrative Advisory Committee serving at the direction and pleasure of the Board;

WHEREAS, Section 4.02 of the SMART IGA states that the purpose of the Administrative Advisory Committee shall include, but shall not be limited to, advising the Board on the annual budget, operations and long range planning;

WHEREAS, Section 4.02 of the SMART IGA specifies that Board Directors, Alternate Directors or SMART officers may not be members of the Administrative Advisory Committee, and that the Administrative Advisory Committee may not exercise any power of the Board; and

WHEREAS, the Board desires to appoint an Administrative Advisory Committee, and establish the purpose and duties of the Administrative Advisory Committee and the term durations, number of members and makeup of such committee as directed by the SMART IGA.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Authority for Regional Transportation as follows:

1. The Board hereby establishes an Administrative Advisory Committee for the purpose of advising the Executive Administrator and the Board on SMART such projects and issues such as the annual budget, transit operations and long range planning.

2. The Administrative Advisory Committee shall include seven (7) members. The initial members shall include persons representing the entities listed below. SMART Directors, Alternate Directors and officers shall not be permitted to be members of the committee.

- a. Town of Mountain Village – Two Seats
 1. Transit Director/Manger
 2. Town Administrator
- b. Town of Telluride – Two Seats
 1. Transit Director/Manager
 2. Town Administrator
- c. San Miguel County – Two Seats
 1. County Administrator
 2. Transit Coordinator
- d. Telluride Ski and Golf Corp. 1 Seat

Administrative Advisory Committee members shall serve for the duration of their employment with the member jurisdiction or organization. At such time as is necessary a proxy or alternate from the member jurisdiction may attend Administrative Advisory Committee meetings. The Board shall appoint a member from the same group to fill any vacancies.

3. The Board may make subsequent amendments or changes to the Administrative Advisory Committee as is deemed necessary.

ADOPTED AND APPROVED by the Board of Directors at a regular public meeting held on the 9th day of February, 2017.

**SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION**

By: _____
Laila Benitez, Chair

Attest:

By: _____
Interim Board Recording Secretary – Nina Kothe

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL
AUTHORITY FOR REGIONAL TRANSPORTATION
ESTABLISHING THE COMMUNITY ADVISORY COMMITTEE**

NO. 2017 - ____

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) was approved by the registered electors of the Town of Telluride, Town of Mountain Village, and that portion of the SMART combination that is within that part of the SMART boundaries located within unincorporated San Miguel County, pursuant to the Colorado Regional Transportation Authority Law, C.R.S Title 43, Article 4, Part 6, at the general election held on November 8, 2016;

WHEREAS, SMART is governed by the Colorado Regional Transportation Authority Law and the SMART Intergovernmental Agreement (“SMART IGA”) conditionally approved by each of the governing bodies of the Town of Telluride, Town of Mountain Village and San Miguel County pending approval by the registered electors at the November 8, 2016 general election;

WHEREAS, Section 4.03 of the SMART IGA states that the Board of Directors of SMART (the “Board”) may appoint and maintain other Advisory Committees to develop recommendations with respect to policy, planning and service matters; and

WHEREAS, Section 4.03 outlines that members of any Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies even those that represent service areas outside the boundaries of the Authority;

WHEREAS, Section 4.03 of the SMART IGA specifies that Board Directors, Alternate Directors or SMART officers may participate in these other Advisory Committees;

WHEREAS, the Board desires to appoint a Community Advisory Committee, and establish the purpose, duties, term durations, number of members and makeup of such committee;

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Authority for Regional Transportation as follows:

1. The Board hereby establishes a Community Advisory Committee for the purpose of advising the Board on service and infrastructure planning, regional trails, and other special projects as yet to be identified.

2. The Community Advisory Committee shall include seven (7) members who shall serve for two (2) year terms, except as set forth in the following sentence. The initial members appointed from Section 3(a) through 3(d) below shall serve initial terms of two (2) years and the initial members appointed from the groups identified in Section 3(e) through 3(g) below shall serve initial terms of one (1) year. Upon expiration of a term, the Board shall appoint a member from the same group to fill the vacancy. The intention of this Section 2 is that the members serve staggered terms such that the membership is always made up of experienced and new members.
3. The initial members of the Community Advisory Committee shall include persons representing the entities listed below.
 - a. Resident of the Town of Mountain Village (1 seat)
 - b. Resident of the Town of Telluride (1 seat)
 - c. Resident of the unincorporated San Miguel County (1 seat)
 - d. At-Large a resident of the Town of Ophir or Norwood, or Sawpit (1 seat)
 - e. A business owner or manager located within the SMART boundaries (1 seat)
 - f. Representative of an organization serving seniors and human services (1 seat)
 - g. Telluride Ski and Golf Corp (1 seat)
4. After adoption of this resolution, the Board shall publish in the newspaper a description of SMART, the purpose of the Community Advisory Committee, the makeup of the membership and a request for applications. Applications shall include the background of the applicant, qualifications and a statement of interest and must be submitted within two (2) weeks of publication. The Board shall consider applications at its next regular meeting and shall appoint members at that time.
5. The Community Advisory Committee shall not be authorized to exercise any power of the Board.
6. The Board may make subsequent amendments or changes to the Community Advisory Committee.

ADOPTED AND APPROVED by the Board of Directors at a regular public meeting held on the 9th day of February, 2017.

**SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION**

By: _____
Laila Benitez, Chair

ATTEST:

Nina Kothe – Interim Recording Secretary

SMART Employee Benefit Comparisons

Note that most comparisons only go to five years to simplify this analysis.

	Annual Paid Time Off	Holidays	Health Coverage	Retirement	Other
Town of Telluride	Vacation/Personal Up to 2 years = 13 days 2-3 years = 16 days 3-5 years = 23 days Sick leave 80 hours annually	9	Self Insured Town pays 100% of health & dental premium. Dependent coverage paid by employee determined annually.	401(a) – Employee contribution of up to 3% matched up to 5 years. After 5 years increases to 5% with match with full vesting. Social Security	LT Disability & \$25k Life Ins. Employer Paid
San Miguel County	Up to 5 years = 16 days (4 Personal+12 Vacation) Sick leave 8 hours accrued monthly – 12 days or 96 hours annual	10	CTSI – County Health Pool Employee share of premium depends on the plan. Individual \$8,892 to \$10,164 annually. Paid by County for employee Dental \$500 annually Vision \$100 annually.	401(a) – Employee contribution of 5% at 2 years a 25% employer match, up to 5 years 100% match. Fully vested at five years. Social Security	LT Disability & \$10k life Ins. Employer Paid
Mountain Village	Combined PTO Personal – Sick – Vacation and holidays. 1-2 years 24 days total 2-3 years 26 days total 3-4 years 28 days total 5 years 29 days	Holidays included in PTO	Health – Dental – Vision 100% paid by employer. Dependent premium of \$60 per month paid by employee up to \$180 max	PERA-401(k) 100% vested immediately 1-year 2% match 2-years 3% match 3 years 5% match 4 years 9% match PERA – Not Social Sec	LT Disability & \$50k Life Ins. Employer Paid

Other considerations:

Mileage reimbursement or a SMART owned vehicle? Training and Education Benefits?

All three offer Employee Assistance Program. & Medical Savings – Flexible Spending. Ski Pass – Offered by Mountain Village