

Memorandum

TO: SMART Board
FROM: Amy Levek, Interim Director
DATE: April 11, 2017

RE: Agenda

Most items on the agenda are self explanatory, but there is some background information that will help with meeting discussion.

Agenda: Several issues came up after the agenda was distributed and if you want to consider them, please vote them onto the agenda at the beginning of the meeting. This includes the discussion on State Transit Legislation and "Other" for board members to bring up information to share with other members and for consideration at future meetings.

Meeting with GovHR: They are suggesting that the meeting to review potential Executive Director candidates take place either May 8th or 10th, time flexible. The interviews with finalists are suggested for the week of June 5th. They are suggesting either June 2nd or 5th, which would give candidates an opportunity to spend the weekend in the region.

Procurement Manual and Employee Manual: Drafts based on RFTA's documents have been provided by Paul Taddune. We suggest that you form a subcommittee to spend a half day in consultation with Paul to determine what should be included in the SMART versions of these documents.

Transit Bill: Notes are provided in your packet and Conservation Colorado will provide a draft letter for your consideration on Thursday. If you want info on the bill's status, please go to: <http://leg.colorado.gov/bills/hb17-1242>



SMART

San Miguel Authority for Regional Transportation

Board of Directors – Meeting Agenda
San Miguel County Miramonte Conference Room
333 West Colorado Avenue 2nd Floor
April 13, 2017 – 1:00 p.m.

	PRESENTER	TYPE	TOPIC
1.	Board	Meeting Resolution	Review and Approval of the Agenda
2.	Kothe	Meeting Resolution	Review and Approval of March 9, 2017 Board Minutes
3.	Brown	Financial Report	Review of 2017 SMART Revenue and Expenses to date.
4.	Board	Review & Resolution	Review of requests for appointment to the Community Advisory Committee
5.	Levek	Review & Resolution	Consideration of hiring graphic artist to produce 3 potential logos
6.	Levek	Update	Update on hiring of Executive Director
7.	Levek	Review	Set up meeting with GovHR week of May 8 th to consider job applicants
8.	Board	Review & Resolution	Review of Code of Ethics for the SMART Board and staff offered by Paul Taddune P.C. for adoption by the Board
9.	Levek	Review	Draft Strategic Plan/Work Plan for 2017
10.	Board	Review & Resolution	Decision on contract for SIPA grant-funded website design
11.	Levek	Update	Updates on Procurement Manual and Employee Manual
12*	Levek	<i>Update & consideration of letter</i>	<i>Update on state transit legislation (HB 17-1242) and consideration of letter to State Legislature</i>
13*.	Board	<i>Other</i>	



SMART

San Miguel Authority for Regional Transportation

14.			Public Comment
15.		Motion	Adjournment
			Next Meeting is Thursday, May 11, 2017



SMART

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12.			Public Comment
13.		Motion	Adjournment
			Next Meeting is Thursday, May 11, 2017

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL
AUTHORITY FOR REGIONAL TRANSPORTATION
EVIDENCING ACTIONS TAKEN AT ITS APRIL 13, 2017 REGULAR MEETING**

NO. 2017 - 11

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 April 13, 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 April 13, 2017 regular meeting, the Board took action on the following:
 - a. Approval of the April 13, 2017 meeting agenda. Exhibit A.
 - b. Approval of the Board Minutes for March 9, 2017 –Exhibit B.

ADOPTED AND APPROVED by the Board of Directors at a regular public meeting held on the 13th day of April, 2017.

**SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION**

By: _____
Laila Benitez, Chair

Attest:

Board Secretary

**San Miguel Authority for Regional Transportation
Board of Directors Meeting**

March 9, 2017 Minutes
San Miguel County Meeting Room
333 West Colorado Avenue – 2nd Floor

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

The meeting was called to order at 1 pm.

1. Approval of Meeting Resolution for the Current Meeting Agenda and Minutes from March 9, 2017.

MOTION – Dan Caton moved to approve the meeting resolution covering the agenda for the March 9th meeting and the minutes for the February 9, 2017 meeting. Todd Brown seconded the motion.

A unanimous vote approved the motion.

2. Ratification of the Chair's signature on an agreement with GovHR-USA for recruitment services for the position of executive director and approval of the associated resolution.

MOTION- Joan May moved to approve SMART agreement with GovHR-USA for executive director recruitment services and the associated resolution.

Hilary Cooper seconded the motion.

A unanimous vote approved the motion.

3. Review of a draft code of ethics for SMART board and staff provided by Paul Taddune P.C. legal counsel for SMART.

Paul Taddune explained that the document requires board review and comment and it will be on the agenda for the April 13, 2017 SMART Board meeting. Paul will ask the legal counsel of the three member jurisdictions to review the draft document and comment.

4. Review of 2017 SMART Revenue and Expenses to date.

No action was required on this matter.

5. Consideration of requests for appointment to the Community Advisory Committee.

MOTION-Todd Brown moved to approve appointment of the following members to the SMART Community Advisory Committee:

Lance Waring – County Resident
Lynne Beck – County Resident
Heather Knox - Mountain Village Resident
Pam Pettee – Mountain Village Resident
Heather Young – Telluride Ski & Golf Corp Representative
Jodi Repolo – Business Representative
Angela Dye – Town of Telluride Resident

Dan Caton seconded the motion. A unanimous vote approved the motion.

6. Consideration of a professional services contract by resolution to engage Amy R. Level as a SMART consultant.

MOTION Joan May moved to approve the professional services contract and associated board resolution to engage Amy R. Levek as a consultant to SMART for the interim until a permanent executive director is hired.

Dan Caton seconded the motion.

A unanimous vote approved the motion.

7. Update on the Lawson Hill Park and Ride project and comment on a draft management plan.

San Miguel County Administrator Lynn Black provided an update on the Colorado State funded project to pave and develop the county owned parking lot on Society Drive in Lawson Hill as a transit station and parking lot with related amenities.

8. Public Comment

Local resident Pam Pettee commented on the progress of HB17-1018 extending the RTA mill levy funding allowance.

Other discussion included the SIPA grant for SMART web development and pending Colorado Legislative review of a possible transportation sales tax for voter approval.

The meeting was adjourned at 2:25 p.m.

Respectfully Submitted,

Nina Kothe, Interim Secretary

Approval Date: April 13, 2017

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Laila Benitez, Board Chair

Meeting Digitally Recorded.

1:06 PM

04/06/17

Accrual Basis

S.M.A.R.T.
Profit & Loss Budget Performance
March 2017

	Mar 17	Budget	Jan - Mar 17	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Tax Revenues					
Sales Tax Revenue	67,360.40	39,768.42	67,360.40	119,305.22	477,221.00
Property Tax Revenue	210,816.79	46,083.33	210,816.79	138,250.03	553,000.00
Total Tax Revenues	278,177.19	85,851.75	278,177.19	257,555.25	1,030,221.00
Intergovernmental Revenue					
San Miguel County Contribution	0.00	4,166.67	25,000.00	12,499.97	50,000.00
Town of Mountain Village Contr.	25,000.00	4,166.67	25,000.00	12,499.97	50,000.00
Town of Telluride Contribution	0.00	4,166.67	25,000.00	12,499.97	50,000.00
Total Intergovernmental Revenue	25,000.00	12,500.01	75,000.00	37,499.91	150,000.00
Total Income	303,177.19	98,351.76	353,177.19	295,055.16	1,180,221.00
Expense					
Personnel Expenditures					
Salaries	0.00	8,333.33	0.00	25,000.03	100,000.00
Fringe Benefits					
Payroll Tax Expense	0.00	2,500.00	0.00	7,500.00	30,000.00
Total Fringe Benefits	0.00	2,500.00	0.00	7,500.00	30,000.00
Recruitment	0.00		5,722.30		
Total Personnel Expenditures	0.00	10,833.33	5,722.30	32,500.03	130,000.00
Professional Services					
Treasurer's Fee	6,206.57		6,206.57		
Rent Office Expense	0.00	1,500.00	0.00	4,500.00	18,000.00
Operating Expenses	0.00	416.67	1,052.78	1,249.97	5,000.00
Attorney fees	0.00	2,000.00	0.00	6,000.00	24,000.00
Bookkeeping-CPA Audit	507.09	666.67	744.59	1,999.97	8,000.00
Consulting services - Transit	0.00	3,333.33	0.00	10,000.03	40,000.00
Total Professional Services	6,713.66	7,916.67	8,003.94	23,749.97	95,000.00
Transit & Transp. Services					
Down Valley/Norwood Bus Service	0.00	2,083.33	0.00	6,250.03	25,000.00
San Miguel County cmtr shuttle	0.00	750.00	0.00	2,250.00	9,000.00
Mtn. Village Shuttles	0.00	5,831.33	0.00	17,494.03	69,976.00
Gondola Backup	0.00	10,000.00	0.00	30,000.00	120,000.00
Medical Shuttles	0.00	833.33	0.00	2,500.03	10,000.00
Lawson Hill Service	0.00	8,127.00	0.00	24,381.00	97,524.00
Total Transit & Transp. Services	0.00	27,624.99	0.00	82,875.09	331,500.00
Total Expense	6,713.66	46,374.99	13,726.24	139,125.09	556,500.00
Net Ordinary Income	296,463.53	51,976.77	339,450.95	155,930.07	623,721.00
Net Income	296,463.53	51,976.77	339,450.95	155,930.07	623,721.00

1:08 PM
04/06/17
Accrual Basis

S.M.A.R.T.
Balance Sheet
As of March 31, 2017

Mar 31, 17

ASSETS	
Current Assets	
Checking/Savings	
Alpine Operating 9726	339,450.95
Total Checking/Savings	339,450.95
Total Current Assets	339,450.95
TOTAL ASSETS	339,450.95
LIABILITIES & EQUITY	
Equity	
Net Income	339,450.95
Total Equity	339,450.95
TOTAL LIABILITIES & EQUITY	339,450.95

San Miguel Tax Distribution Statement For San Miguel Authority for Regional Transportation

For The Distribution Period Ending Fri Mar 31 23:59:59 MDT 2017

General Operating

	Current Month	Year To Date Amount
Current Tax	\$48,157.20	\$255,042.36
Delinquent Tax	\$0.00	\$0.00
Current Tax Interest	\$12.37	\$12.37
Delinquent Tax Interest	\$0.00	\$0.00
Current Year Abatement	\$0.00	\$0.00
Prior Year Abatement	\$0.00	\$0.00
Current Year Abatement Interest	\$0.00	\$0.00
Prior Year Abatement Interest	\$0.00	\$0.00
Specific Ownership A & F	\$340.43	\$1,162.06
Specific Ownership Tax B-C-D-E	\$1,776.79	\$4,886.79
Auto Registration	\$0.00	\$0.00
Road & Bridge Apportionment	\$0.00	\$0.00
DOW	\$0.00	\$0.00
Impact Fee	\$0.00	\$0.00
Forest Reserve	\$0.00	\$0.00
Mineral Leasing	\$0.00	\$0.00
DOW-PILT	\$0.00	\$0.00
Treasurer's Fee	(\$1,445.09)	(\$7,651.66)
Senior & Veteran Exemption	\$0.00	\$0.00
Transfers To/From Other Account	\$0.00	\$0.00
		Total \$48,841.70

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
APPOINTING ADDITIONAL MEMBERS TO THE COMMUNITY ADVISORY
COMMITTEE**

NO. 2017-12

RECITALS:

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, the San Miguel Authority for Regional Transportation (“SMART”) authorized establishing 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 at its February 9, 2017 meeting; and

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) appointed some members to the Community Advisory Committee at its March 9, 2017 meeting, but desires to appoint additional members representing other geographic and interests to be served by SMART

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

The Board appoints the following applicants to the Community Advisory Committee:

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

By: _____ Laila Benitez, Chair

Attest:

By: _____
Interim Board Recording Secretary

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Community Advisory Committee Application

Email completed applications to bocc@sanmiguelcounty.org

First Name Adrienne	Last Name Christy
Email adriennechristy360@gmail.com	
Phone 720-333-9188	
Physical Address 747 West Pacific Ave. Unit 507 Telluride, CO 81435	
Mailing Address PO Box 3208 Telluride, CO 81435	
Professional Background/Personal Interests I am currently the Director of Development at the Telluride Historical Museum. At the Museum I work in partnership with our ED to manage our membership and fundraising. I also manage all of the Museum's marketing efforts. Prior to working at the Museum I worked at JSI a health care consulting firm in Denver. While in undergraduate school at University of Colorado at Boulder I interned at the Regional Transportation District in their Marketing Department and later at Transportation Solutions where my interest in public transportation was cultivated professionally. My personal interests are to enjoy all the wonderful opportunities Telluride has to offer it's locals and tourists.	
Company Telluride Historical Museum	
Number of Employees 7	
Reason(s) For Interest in Serving I have always felt that public transportation is an essential component of a successful and fair community. Our community relies heavily on individuals that may not live in town or have access to a vehicle - we as community members must work hard to ensure they feel welcome and have mobility. I am excited by the opportunity to work with passionate community members to shape our transportation district into one that is usable and sustainable.	
Applicant Signature Adrienne Christy	Date 4/4/2017

www.SMARTTelluride.com

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Community Advisory Committee Application

Email completed applications to bocc@sanmiguelcounty.org

First Name Kari	Last Name Distefano
Email kdistefano@unm.edu	
Phone 970 901 3420	
Physical Address 108 Retail Road	
Mailing Address PO 883 Telluride Colorado 81435	
Professional Background/Personal Interests I have just been hired as the Rico Town Manager. I worked for San Miguel County as the assistant Open Space and Recreation Coordinator. I have been on a three year sabbatical in New Mexico getting a degree in Environmental Planning and Design.	
Company Town of Rico	
Number of Employees 4 full time 1 part time	
Reason(s) For Interest in Serving Many of the residents in Rico commute to Telluride for work. I am interested in strategies that would combine as many of those trips as possible.	
Applicant Signature Kari Distefano	Date 3/15/2017

www.SMARTTelluride.com

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Community Advisory Committee Application

Email completed applications to bocc@sanmiguelcounty.org

First Name Rasa	Last Name Kaunelis
Email rasa.kaunelis@gmail.com	
Phone Cell: 248-910-9507; Office: 970-708-7096	
Physical Address 201 Hillside Lane Telluride, CO 81435	
Mailing Address 201 Hillside Lane Telluride, CO 81435	
Professional Background/Personal Interests I joined Tri-County Health Network (TCHNetwork) as the Director of Strategic Initiatives and moved to Telluride in August 2016. In this position, I am responsible for the direction of program operations, contributing to strategic and operational planning for the organization (including bringing Liberty Mobility Now, a new transportation service to our region), and evaluating our community programs. I previously worked at Lutheran Family Services Rocky Mountains for 3 years overseeing internal evaluation, grant writing, & new program implementation and as a researcher/consultant at the Center for Policy Research for over 5 years, where I provided technical assistance to government and nonprofit organizations to aid in the development, implementation, and evaluation of programs designed to promote population health, wellbeing, and self-sufficiency. I have a MPA from the University of CO and a BA from Michigan State University. When I'm not working, I love hiking; road, mountain, & fat biking; x-country skiing; backpacking; & off roading in my Jeeps.	
Company Tri-County Health Network	
Number of Employees 20	
Reason(s) For Interest in Serving TCHNetwork currently offers programs in San Miguel, Ouray, Montrose, and Delta counties and most of our programs target individuals facing health inequities--e.g., Latino residents, adults aged 60 and over, adults with disabilities, individuals of low socioeconomic status. Many of these clients face significant transportation barriers to accessing care, related services (healthy food, county social service department, wellness), and employment. To help overcome those barriers, in my role at TCHNetwork, I have worked closely with Liberty Mobility, Inc. to bring their Uber-like model to our region. I firmly believe that coordinating efforts to launch Liberty in our region with SMART as a member of the community board will result in better outcomes for our residents, especially those who face significant transportation barriers and live outside the Telluride town boundaries. On a personal level, I would love to contribute to and advocate for increased public transportation services to my neighborhood (Hillside) and would appreciate the opportunity to help shape the recreational trails where I spend most of my free time. Thank you for your time and consideration.	
Applicant Signature Rasa Kaunelis <small>Digitally signed by Rasa Kaunelis DN: cn=Rasa Kaunelis, o=Tri-County Health Network, ou, email=dsi@tchnetwork.org, c=US Date: 2017.03.29 16:00:05 -0600</small>	Date 3/29/2017

www.SMARTTelluride.com

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION

Community Advisory Committee Application

Email completed applications to bocc@sanmiguelcounty.org

First Name Erich	Last Name Lange
Email lange09@gmail.com	
Phone 5189353392	
Physical Address 22 Red Cliff Rd Placerville CO 81430	
Mailing Address PO Box 454 Placerville CO 81430	
Professional Background/Personal Interests I moved to Norwood and began commuting to Telluride as an Americorps VISTA approximately three years ago this month. After my year of service with Tri-County Health Network, I was offered a full time position and chose to settle in Placerville. I am responsible for program outreach and adapting our programming for the needs of our most vulnerable populations. I primarily work between Telluride and Paradox, spending much of my time in local schools, clinics and other community centers, occasionally spanning the divide into Ouray and Montrose. The biggest barrier to care for our low income earners is something many Americans take for granted; reliable personal transportation. As a resource rich community, I believe Telluride can champion this project that will help raise the standard of living of our isolated communities and of the entire region; myself included, and I am excited to offer my professional and/or personal experiences.	
Company Tri-County Health Network	
Number of Employees 25	
Reason(s) For Interest in Serving I have lived with the benefit of an interconnected transit system and experienced the disadvantages of a disconnected system both here and abroad. Communities that successfully implement transit systems increase the health outcomes of everyone in the community. Consequently, those that lack this option, leave many low income earners to fend for themselves. I believe that our region needs a robust transit system that would have immense benefits for our local health, happiness and well-being, financial and environmental outcomes. Although our geography can hinder traditional transit implementation, I believe we are capable of developing a robust system and fully connect our rural communities. The advantages of a regional system far out way the costs of implementation and maintenance of a robust transit system.	
Applicant Signature Erich Lange	Date 4/5/2017

www.SMARTTelluride.com

*Appointed March 9,
2017*

SMART Community Advisory Committee Applicants by Subgroup

Town of Telluride Resident (up to 2 seats available)

Angela Dye

Town of Mountain Village Resident (up to 2 seats available)

Pam Petee

Heather Knox

Unincorporated San Miguel County Resident (up to 2 seats available)

Lance Waring

Lynne Beck

Business Representative (up to 2 seats available)

Jodi Repola – Director of Human Resources, Hotel Madeline

Organizations Serving Seniors, Human Services, Trails System (up to 2 seats available)

No applicants

At-Large Members from Norwood, Sawpit, and/or Ophir (up to 2 seats available)

No applicants

Telluride Ski Resort (1 seat available)

Heather Young – Executive Director of Human Resources, Telluride Ski Resort

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
APPROVING THE ENGAGEMENT OF KRISTAL GRAPHICS FOR DESIGN OF
LOGO FOR S.M.A.R.T.**

NO. 2017-13

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation ("SMART") Board of Directors has determined that professional services are needed to design a logo for the organization, and

WHEREAS, a proposal to produce 3 draft logos and one final was obtained, and

WHEREAS, the Board of Directors of SMART has determined that the outlined costs are within the means of the 2017 approved budget including the following:

Design three draft logos and one final logo for \$500.00.

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

That the Board of Directors hereby approves the engagement of Kristal Graphics for professional services as outlined in the hereby approves proposal dated April 11, 2017.

ADOPTED AND APPROVED by the Board of Directors of the San Miguel Authority for Regional Transportation at a regular meeting held on the 13th day of April 2017.

SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION
By and through its BOARD OF DIRECTORS:

By: _____
Laila Benitez, Chair

Attest:

By: _____
Interim Board Recording Secretary



617 S. ANNABELLE CT. • FRUITA, COLORADO 81521 • 970.728.3234 • KRISTAL@KRISTALGRAPHICS.COM

SMART

San Miguel Authority for Regional Transportation
Attention: Amy Levek

Date: 4-11-17

This proposal is for the design of a new logo for
SMART – San Miguel Authority for Regional Transportation.

Price Estimate

Based on the information you've provided to me so far, I can offer the following for \$500.00

- 3 unique logo concepts for you to choose from.
- 2-5 rounds of revisions offered on the logo design you choose.
- Black and white and color version of the finalized logo.
- The final logo will be provided in multiple formats for all types of usage, print, web etc.

Time frame

This to be discussed once the proposal is accepted.

Payment

Payment is due upon completion of the logo.

Thank you,
Kristal Rhodes

San Miguel Authority for Regional Transit
Strategic Plan Outline
April 11, 2017
DRAFT for discussion

Mission: The San Miguel Authority for Regional Transit shall strive to deliver safe and reliable transit services, and to consistently advocate and promote the use of multi-modal transit systems. (from Appendix D, Initial Service Plan)

Priority:

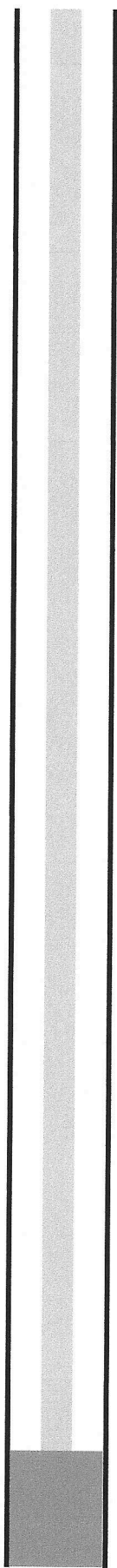
- 1: 1 – 3 months
- 2: 3 – 6 months
- 3: 6 – 12 months

Priority	Section	Issue	Action Item	Notes/Status
	Organization/System Overview			
		Key Issues:	Obtain growth projections	-2008 Alternative Futures
			Areas served and levels of service	
			Other	
		Assess Opportunities	Work with CDOT to place counters determine where service should go (see also Assess opportunities above)	-consider Lawson, south to Rico, San Bernardo, MV/Lawson, Ilium -Jason White has surveys done for Lawson Hill ridership demand -per Nina, SMCTAC did business survey -MV Gondola Economic Study also includes surveys
		Inventory existing ridership		-2008 SMC Health and Human Services Report

1	Determine existing miles traveled	
	Negotiate IGA for transfer of existing services and funding between jurisdictions	
	Assessment of Resources	
	Existing Transit Routes/Jurisdiction providing/costs	Inter-Community routes
2		
	Intra-community shuttles	
	Bus between Telluride/MV when gondola not running	
	Type of Transit/Rolling Stock	Assess Life Expectancy
		-use existing for awhile -use of state transit bill to augment, if possible
	Assess Adequacy	
	Planning/Goals for 2018 – Service	
	Bus Routes	Evaluate 1996 O + D study and consider replicating locations for additional study. Also add Lawson location (see also -obtain 1996 study (Lance McDonald?)
	Inventory publically funded van pools	-info provided by Nina

	Inventory private van pools	-Heather to help with lodging -need info on others like Aplin, TMC, Telluride Express (?)
	Determine need for commuting trails	
	Parking lots/park and ride	
	Information technology	
	Signage	
	Overall service goals determined	Hire transportation consultant to compile and analyze data
		Create planning goals for future by taking data and info to Citizens Advisory Committee for recommendations.
	Planning/Goals – Capital	
	Marketing	
1	Website designed	Hire consultant to design and implement SIPA grant used to create
1	Design logo	Hire consultant to create 3 – 4 concepts for public review/contest Krystal Graphics - \$500 for 3 concepts
	Hold community celebration event to raise awareness	
	Create advertising	
	Create maps and other promotional material	
?	Community engagement and other meetings/outreach	Hold Community forum to hear suggestions for routes and service, other -SMART board would host

1	Citizen Advisory Committee	Define Responsibilities	
		Draft recommendations	
1	Organizational	Adopt Conflict of Interest policy	
1		Draft and adopt Employee Manual	
1		Draft and adopt procurement policy	
		Determine Staffing	
1		Establish office and internet system for SMART	TMVOA space available.
	Implementation	Develop Transit Policies	
		Prioritize goals	
		Schedule for Completion	
	Budget	Grants	Identify possibilities
			Monitor and include state transportation bill



**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION
APPROVING THE ENGAGEMENT OF A WEB DESIGNER FOR S.I.P.A. GRANT FOR
SMART WEBSITE**

NO. 2017-15

RECITALS:

WHEREAS, the San Miguel Authority for Regional Transportation (“SMART”) Board of Directors has determined that professional services are needed to design a website for the organization, and

WHEREAS, proposals for website design were obtained from Kaffeinated Kodemonkey and Cob Web Creations, (attached), and

WHEREAS, the Board of Directors of SMART has determined that the outlined costs are within the means of the 2017 approved budget and the S.I.P.A grant obtained to pay for the website design.

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

That the Board of Directors hereby approves the engagement of.

ADOPTED AND APPROVED by the Board of Directors of the San Miguel Authority for Regional Transportation at a regular meeting held on the 13th day of April 2017.

SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION

By and through its BOARD OF DIRECTORS:

By: _____
Laila Benitez, Chair

Attest:

By: _____
Interim Board Recording Secretary

April 11, 2017

San Miguel Authority for Regional Transportation

To Whom It May Concern:

Thank you for the opportunity to submit a web site proposal. Based on my experiences as a website developer and designer for the past 16 years and current expertise in the Pacific platform provided by the Statewide Internet Portal Authority, I believe that I can effectively assist you in reproducing a functional and well-designed web site that is mobile friendly and 508 compliant. I have studied your skeleton website and now have a better understanding of what needs to be done to accomplish your goals.

My proposal for development of a web presence for San Miguel Authority for Regional Transportation is included in this document. The enclosed proposal is set up as an outline to describe the web site elements and design process. Please read this proposal carefully as this document may act as the contract between us per your approval.

Please contact me should you have any questions regarding this quote. I appreciate the opportunity to assist you in updating and further developing your web site presence.

Best Regards,

Trisha Coberly
350 Meadowsweet Circle
Loveland, CO 80537
970.412.6272
trishacobe@msn.com

Enclosures

Executive Summary of Project

Trisha Coberly shall redesign a dynamic web presence for San Miguel Authority for Regional Transportation on the Pacific platform, using a variety of web and graphic design tools including the state-provided template. Depending on the level of involvement desired by San Miguel Authority for Regional Transportation, Trisha Coberly can also provide training for the website platform, allowing SMART to maintain the website once built.

San Miguel Authority for Regional Transportation shall provide text, font styles and any existing photos, logos, and graphics. Additionally, San Miguel Authority for Regional Transportation will provide a contact person, who is responsible for requesting web changes and providing prompt feedback to the site's developer during the development process.

Project Theme

In order to best meet your needs, the theme and tone of the project will be determined by San Miguel Authority for Regional Transportation; however, Trisha will build out the state-provided design and request feedback prior to complete web development of the site. This ensures that the end product meets the specifications of the committee. Elements from San Miguel Authority for Regional Transportation's current branding will be utilized, or new elements can be developed upon request.

Special Considerations

The new website will be accessible to people with disabilities per Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 (d)).

Navigational Flowchart

Should San Miguel Authority for Regional Transportation desire a significantly different navigational structure than the existing site, a diagram showing the different pages of the site and navigational structure will need to be provided by San Miguel Authority for Regional Transportation.

Project Stages and Development Timeline

- **Concept:** As an initial website is already built, much of the concept stage is already complete. Should the concept of the web site need adjusted, a meeting (or series of meetings) will be scheduled to identify the key factors in the purpose of redesigning your web site. Once I understand these goals, we are well on our way.
- **Design:** During this time I will work closely with you to further develop the look and feel that best fits the concept and will connect with the targeted audience. This look and feel will start with the state-provided template and will be the basis for the development of the actual pages.
- **Development:** After we have a complete foundation for your web site, we are ready to begin constructing the pages. Because there is a very structured way to build pages on the SIPA platform, we will design a clean and “web spider-friendly” site to assure us that your site will be optimized from the start.
- **Testing:** Once development is completed, I do a series of complete testing to check for broken links, download speeds, optimization levels and much more. Through all of these stages, your site will be visible to you at your discretion. This provides you the opportunity to provide continual feedback to ensure that the site meets your expectations and needs.
- **Deployment:** After final authorization from you, SIPA will deploy your web site to the public. You may consider setting a redirect on your initial website so past users can find your new website.

Please note that a detailed development timeline will be created in our initial planning meeting. Because a timeline can vary greatly based on your needs and the complexity of your site, this must be established together. However, a web site could be completed and live to the public in as little as four weeks or as long as 90 days.

Proposed Team

Trisha Coberly will work closely with the team assigned to her by San Miguel Authority for Regional Transportation. It is recommended that a primary contact person be identified to ensure clear communication. The contact person will then be responsible for reporting to those involved in the project and garnering feedback and development changes.

Costs and Payment Details

Domain Name Registration: Supplied by SIPA

Hosting Fees: Provided free-of-charge by SIPA

Web Design and Coding: \$1,250

Education and Training: Remote training can be tailored to meet your specific needs and the first four hours are included as part of the website design and coding. The SIPA platform also has a detailed help section to assist with future updates and to better learn the system. Though additional training is not anticipated, should it be necessary, remote training is billed at \$40 per hour with a one-hour minimum per session.

Payment Details: Upon acceptance of the proposal, 50% of the contract balance is due. Upon completion of site test and deployment, the remainder of the balance is due. Payment terms are net 30 days.

Terms and Conditions

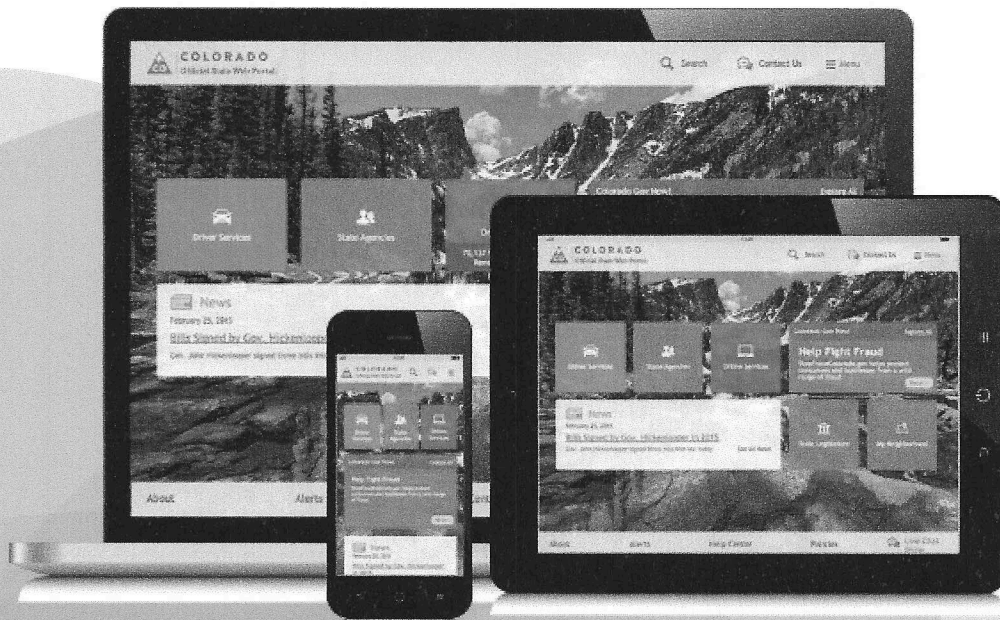
It is not unusual for web projects to be delayed due to clients not supplying feedback or content necessary to complete sections. Please note that if this occurs, the timeline will be adjusted accordingly.

Quote Expiration

This quote expires 60 days after submission.

Colorado Portal

Proposal by Kaffeinated Kodemonkey



Introduction

Heather Welsh (hereafter known as the Provider) is pleased to submit a proposal for the web site development of Kaffeinated Kodemonkey (hereafter known as the Client). This proposal describes the technology, services, terms, and schedule for the web site development project.

In the digital age, a web site frequently serves as your business or organization's front entrance through which many customers will pass. Our mission is to give you a professional on-line presence that will generally enhance your organization's image and branding, as well as move prospects through the sales process.

About Us

Heather Welsh is a provider of professional web site design and development. I have over [10] years of experience in the web development field with a long list of satisfied customers. I have been working with clients on the Colorado Portal for 2 years.

We have a clear understanding of the web site development requirements, and we have the knowledge, skills and experience to successfully complete the web site project.

Project Details

Total Cost \$5317

In order to develop a web site that fulfills all the goals of the web site development project, the proposed web development will take place in several distinct phases:

Planning

Here the scope, requirements, and description of the final web site will be determined and documented, including the overarching site goals, number of pages, site hierarchy, forms, graphics, and other specialized content.

Creation of Pages

Site pages are created in the previously determined platform (Pacific / Colorado Portal) to meet all the appearance, performance, and content requirements. This will include ADA / 508 Compliance as well as a basic Copy Edit.

Professional Copy Edit

Just before GoLive your site will go through a Copy Editor to check for grammar and spelling errors I may have missed in my basic copy edit.

Local Listing

Your site will be submitted to the 4 top data providers. This allows for accurate information to filter into all the search engines and local directories.

Social Media

I will add your Facebook feed to the home page. I will set up a Google business page so that we make the Google happy and you boost your visibility.

Page Creation and Navigation layout Review

Once all the pages are laid out you will be given 2 - 3 weeks to review and make changes. There will be a code Freeze 2 weeks before GoLive to allow for Copy Edit.

Web Design Processes

The web development project will be completed in the following way:

1. Once your board approves of the project you will sign a contract
2. Using the Site map you sent me I will layout a project scope
3. You will be give access to Dropbox to share addition documents and images
4. I will submit a build request to SIPA for the Platform
5. Once I receive the OK from SIPA I will start laying out the site - time frame 1-2 months
6. You will then have a 2 - 3 weeks apx to review the site and offer changes
7. Then there will be a Two week Code Freeze for Copy Edit.
8. Once CE is complete we will ask SIPA to push your site live and I will work to redirect your domain to the new site

Over all the build process will take no more than 3 months at latest. With me having a good amount of content form your current website and a site map. I have enough to ask for the build by end of April. You can keep feeding me content and image through out the build process.

This proposal only covers web site development. The Provider will be happy to provide an on-going maintenance and support proposal.

Terms & Agreement

Estimate Total: \$5317

The terms for the web development project are defined below:

The Provider will invoice the Client for down payment upon signed contract. The remaining balance will be due at time of GoLive.

Conclusion

Again, we are happy to present this proposal for your review. Upon acceptance of this proposal, the Provider will draft a contract and scope doc.

If you have any questions or need additional information amended to the proposal, please let us know. You can reach me directly by phone at 970-757-222 or by email at client@kaffeinatedkodemonkey.com

This Agreement for design services is between Heather Welsh ("Designer"), and Kaffeinated Kodemonkey (Client), for the performance of the services described in the proposal sent to Client on Tuesday, April 11, 2017 10:56 AM("Proposal"). The parties therefore agree as follows:

Basic Terms and Conditions

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 Agreement means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

1.2 Client Content means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in

performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 Final Art means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 Final Deliverables means the final versions of Deliverables provided by Designer and accepted by Client.

1.8 Preliminary Works means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art.

1.9 Project means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

1.10 Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.11 Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.12 Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1 Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 Expenses. Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Designer's standard markup of 30%, and, if applicable, a mileage reimbursement at \$Cost Per Mile per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.

3.3 Additional Costs. The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

3.4 Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 1.5% [or the greatest amount allowed by state law] is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of Designer's Hourly Rate per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform

the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4.4 Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within 5 business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of

the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2 Designer Agents. Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

8.3 No Solicitation. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any Designer, employee or Design Agent of Designer, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Designer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the

(c) Except for the express representations and warranties stated in this agreement, designer makes no warranties whatsoever. Designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defense and all related settlement negotiations; and

(b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that

(a) Client promptly notifies Designer in writing of the claim;

(b) Designer shall have sole control of the defense and all related settlement negotiations; and

(c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Limitation of Liability. The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("Designer Parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall designer be liable for any lost data or content, lost profits, business

commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Designer, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Designer that

(a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content,

(b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties,

(c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and

(d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2 By Designer

(a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

(b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Art provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.

interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

11.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

11.4 In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless

notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

12.4 Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Name of State without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Name of State. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or

interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A and Schedule B below.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Schedule A: Intellectual Property Provisions

1. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

1.1 Client Content. Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

1.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Designer shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Designer shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the license(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

1.3 Preliminary Works. Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within 30 days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Designer.

1.4 Original Artwork. Designer retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return

all original artwork to Designer within 30 days of completion of the Services.

1.5 Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Designer assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Designer for use by Client as a Trademark. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

1.6 Designer Tools. All Designer Tools are and shall remain the exclusive property of Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Designer Tools comprising any software or technology of Designer.

2. RIGHTS TO FINAL ART

2.1 Assignment:

Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Designer hereby assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. Designer agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

Schedule B: Interactive-specific Terms and Conditions

1. SUPPORT SERVICES

1.1 Warranty Period. "Support Services" means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal. During the first Months covered by Warranty months following expiration of this Agreement ("Warranty Period"), if any, Designer shall provide up to Hours covered by Warranty hours of Support Services at no additional cost to Client. Additional time shall be billed at Designer's regular hourly rate, then in effect upon the date of the request for additional support.

1.2 Maintenance Period. Upon expiration of the Warranty Period and at Client's option, Designer will provide Support Services for the following Months covered by Maintenance

months (the "Maintenance Period") for

Choose Monthly Maintenance Fee or Hourly Fee and delete the other option below

a monthly fee of \$Monthly Maintenance Fee OR Designer's hourly fees of \$ Designer's Hourly Rate per hour. The parties may extend the Maintenance Period beyond one year upon mutual written agreement.

2. ENHANCEMENTS

During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables, and Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. The parties understand that preexisting obligations to third parties existing on the date of the request for enhancements may delay the immediate execution of any such requested enhancements. Such enhancements shall be provided on a time and materials basis at Designer's then in effect price for such services.

3. ADDITIONAL WARRANTIES AND REPRESENTATIONS

3.1 Deficiencies. Subject to the representations and warranties of Client in connection with Client Content, Designer represents and warrants that the Final Deliverables will be free from Deficiencies. For the purposes of this Agreement, "Deficiency" shall mean a failure to comply with the specifications set forth in the Proposal in any material respect, but shall not include any problems caused by Client Content, modifications, alterations or changes made to Final Deliverables by Client or any third party after delivery by Designer, or the interaction of Final Deliverables with third party applications such as Web browsers other than those specified in the Proposal. The parties acknowledge that Client's sole remedy and Designer's sole liability for a breach of this Section is the obligation of Designer to correct any Deficiency identified within the Warranty Period. In the event that a Deficiency is caused by Third Party Materials provided or specified by Designer, Designer's sole obligation shall be to substitute alternative Third Party Materials.

3.2 Designer Tools. Subject to the representations and warranties of the Client in connection with the materials supplied by Client, Designer represents and warrants that, to the best of Designer's knowledge, the Designer Tools do not knowingly infringe the rights of any third party, and use of same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by Client Content, or the modification of, or use of the Deliverables in combination with materials or equipment outside the scope of the applicable specifications, by Client or third parties.

4. COMPLIANCE WITH LAWS

Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the known relevant rules and regulations. Client, upon acceptance of the Deliverables, shall be responsible for conformance with all laws relating to the transfer of software and technology.

Transportation HB 17-1242 Update

HB 17-1242, New Transportation Infrastructure Funding Revenue, passed out of the House March 31, 2017 with a 41-24 vote and will move to the Senate in the near future. The full bill text and all amendments can be found on the Colorado Legislative website:

<http://leg.colorado.gov/bills/hb17-1242>.

The following is a summary from Colleen McLoughlin, Campaign Organizer, Colorado Public Interest Research Group (CoPIRG):

1. 0.62% sales tax, and a reduction in vehicle registration/late fees for the next 20 years - there was an amendment to completely remove the late fees added by FASTER. This should have only a minor impact on the overall revenue but will be very pleasing for those Coloradans who have been hit by the fee.
2. Voters would vote on this package in November 2017.
3. A net amount of new money in the \$600-\$650 million per year range, which would grow/shrink if sales tax revenue grows/shrinks.
4. Of the total money raised, \$375m will go to CDOT for statewide priority projects. CDOT will need to develop a list of projects that money will be invested in. That can include multi-modal projects. This amount for CDOT was what we were assuming all along but there was an amendment to clarify it.
5. 70% of the rest of the money will go to local governments and they have maximum flexibility for how to use the money - this includes transit, walking and biking.
6. The other 30% of the rest would go to multi-modal options. A maximum of 75% of that money would go to transit. A minimum of 25% would go to biking and walking.
7. A new multi-modal committee to distribute the transit money. The committee would be staffed by CDOT and the decision makers would be made up of transit agencies, municipal planners, local governments and a transit affordability advocate.
8. The multi-modal committee would be tasked with identifying transit affordability strategies including reduced-fare and fare-free service. There was an amendment to clarify this.
9. Disability advocate would be on a new oversight committee and an amendment clarified this person who be someone with a disability and that ped/bike money can be used for infrastructure that benefits those in motorized wheel chairs.

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10. Modes like demand response vans and shuttles that help people age in place are specifically called out in the bill's legislative intent.

11. There's a matching requirement for the transit money and the ped/bike money. An amendment created exceptions for smaller communities and transit agencies.

As the bill progresses, we will update the Board and attend committees to testify as needed.