

COMMUNITY DEVELOPMENT MEMORANDUM
#10-17

July 8th, 2010

TO: Honorable Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WMS*
James Hayes, Director, Planning and Development Department *JH*

SUBJECT: CR-106, Call-n-Ride Service IGA - Extension

RECOMMENDATION:

Attached to this memorandum is CR-106, a resolution approving an amendment to an intergovernmental agreement between the Regional Transportation District (RTD), the City of Thornton, The City of Northglenn and Adams County for the purpose of providing new Call-N-Ride services, a large portion of which are located in the City. Staff recommends approval of this Resolution to extend Call-n-Ride services through the end of the year.

BACKGROUND:

RTD and the participating jurisdictions are considering a four month extension of the South Thornton/Northglenn Call-n-Ride program. The extension will cost the city approximately \$1,900.00 and bring our total expenditure to approximately \$5,350.00 for 2010. To date, from 2008 – the present, the city has incurred expenses of approximately \$16,000.00 to offer the service to residents of the City.

The Call-n-Ride program offers citizens that are underserved by the transit system door to door transportation services within a designated service area. Call-n-Ride programs are provided, by RTD, to supplement the existing fixed-route transit network in an attempt to provide transportation options to individuals living far from a bus stop or bus route. The programs typically target transit dependent individuals, senior populations, and middle school aged children. RTD currently operates a Call-n-Ride program, in partnership with the City of Thornton, that covers a portion of Northglenn from 112th Avenue north to 120th Avenue.

In 2006, the City of Thornton was awarded funds, through the Denver Regional Council of Government's Transportation Improvement Program (TIP), to create a new Call-n-Ride service to cover a large area within their city's boundary. RTD's regional interest led them to ask Thornton if they would be willing to adjust the boundaries to target populations most benefited by a Call-n-Ride program. Thornton conceded and through work with RTD, a more suitable service area was delineated (Attachment A). Their compromise included a cost-sharing agreement between the jurisdictions and RTD that established the original South Thornton/Northglenn Call-n-Ride program.

The original grant was awarded for approximately \$595,000.00 for a three year period. Of that amount, a 34% (\$205,000.00) local match from participating agencies/municipalities is required. RTD agreed to incur 50% (\$102,500.00) of the local

match with the partner municipalities agreeing to pay the remainder. The individual partner shares are calculated based on the percentage of area within their individual municipality that is included within the entire project boundaries. Northglenn makes up approximately 22% of the entire project area. Total project cost to the City based on the above breakdown was approximately \$22,000.00. Although, through certain cost saving measures and operational cost fluctuations the City's contribution to date is approximately \$16,000.00. Through leveraging these funds in partnership with RTD, DRCOG, and the municipalities, the City essentially received approximately \$108,000.00 in service for their \$16,000.00 contribution.

Adams County and Thornton have approved their respective agreements with RTD for the extension.

Program ridership results for 2008- present are attached.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the proposed resolution.

BUDGET/TIME IMPLICATIONS:

The estimated expenditures for the extension of the project will be paid for out of the Planning and Development department's 2010 budget.

STAFF REFERENCE:

If Council members have any comments or questions they may contact Travis Reynolds, treynolds@northglenn.org or James Hayes, jhayes@northglenn.org .

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-106
Series of 2010

Series of 2010

A RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT, THE CITY OF THORNTON, THE CITY OF NORTHGLENN AND ADAMS COUNTY FOR THE PURPOSE OF PROVIDING CALL-N-RIDE SERVICE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. An amendment to the Intergovernmental Agreement between the Regional Transportation District, the City of Thornton, the City of Northglenn, and Adams County for the purpose of providing "Call-N-Ride" service attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2010.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT FOR SOUTH THORNTON/NORTHGLENN CALL-N-RIDE CMAQ FUNDING

This FIRST AMENDMENT TO AGREEMENT FOR SOUTH THORNTON/NORTHGLENN CALL-N-RIDE CMAQ FUNDING ("Amendment") is hereby made by and between the Regional Transportation District ("RTD") and the Cities of Thornton and Northglenn and Adams County (collectively hereafter the "Community").

RECITALS

1. RTD and the Community entered into an agreement entitled "Agreement for South Thornton/Northglenn call-n-Ride CMAQ Funding" dated December 6, 2007 ("Agreement") governing the distribution of CMAQ Funding for the call-n-Ride; and
2. RTD and the Communities now desire to amend the Agreement in order to extend the termination date of the Agreement which will result in an increase to the local match for the RTD and the Communities.

Now, therefore, the parties agree as follows:

AGREEMENT

- A. Paragraph Ten (10) of the Agreement is hereby amended as follows:

"The term of this Agreement shall be deemed to have begun on August 19, 2007 and shall end on December 31, 2010, provided however this agreement shall terminate in whole or in part at the end of any fiscal year within that period if funds have not been budgeted, authorized and appropriated by RTD. Any member of the Community that wishes to terminate this Agreement as to its participation shall so advise all parties in writing on or before September 1 of the preceding year.

IN WITNESS WHERE OF, the parties have duly executed this Amendment to the Agreement, effective August 19, 2010.

DISTRICT FOR THE REGIONAL TRANSPORTATION

By: _____
Phillip A. Washington
General Manager

Date: _____

APPROVED AS TO LEGAL FORM
FOR THE REGIONAL TRANSPORTATION DISTRICT

Jenifer Ross-Amato, Associate General Counsel

FOR CITY OF THORNTON

By: _____
Name:
Title:

Date: _____

FOR CITY OF NORTHGLENN

By: _____
Name:
Title:

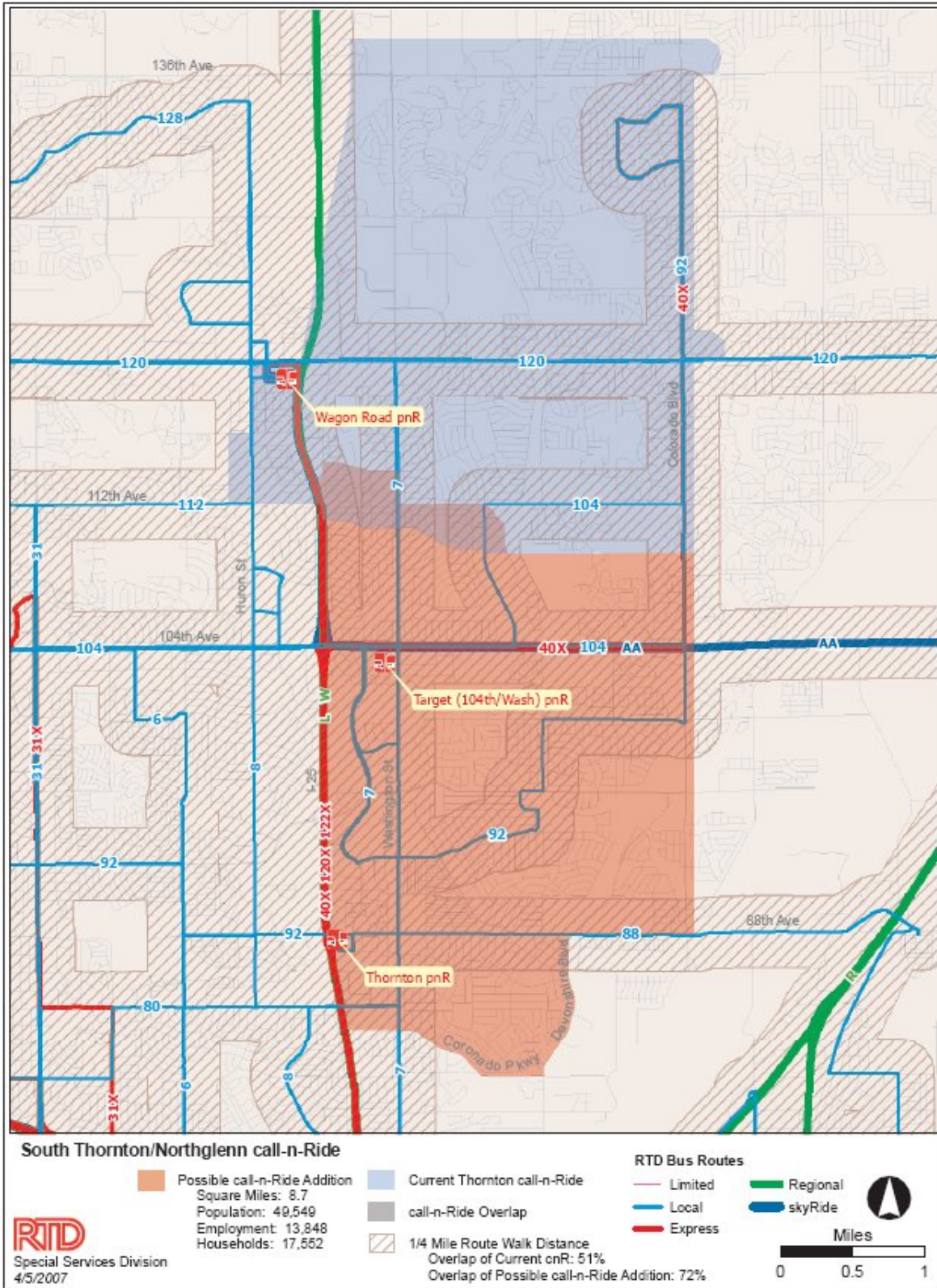
Date: _____

FOR ADAMS COUNTY

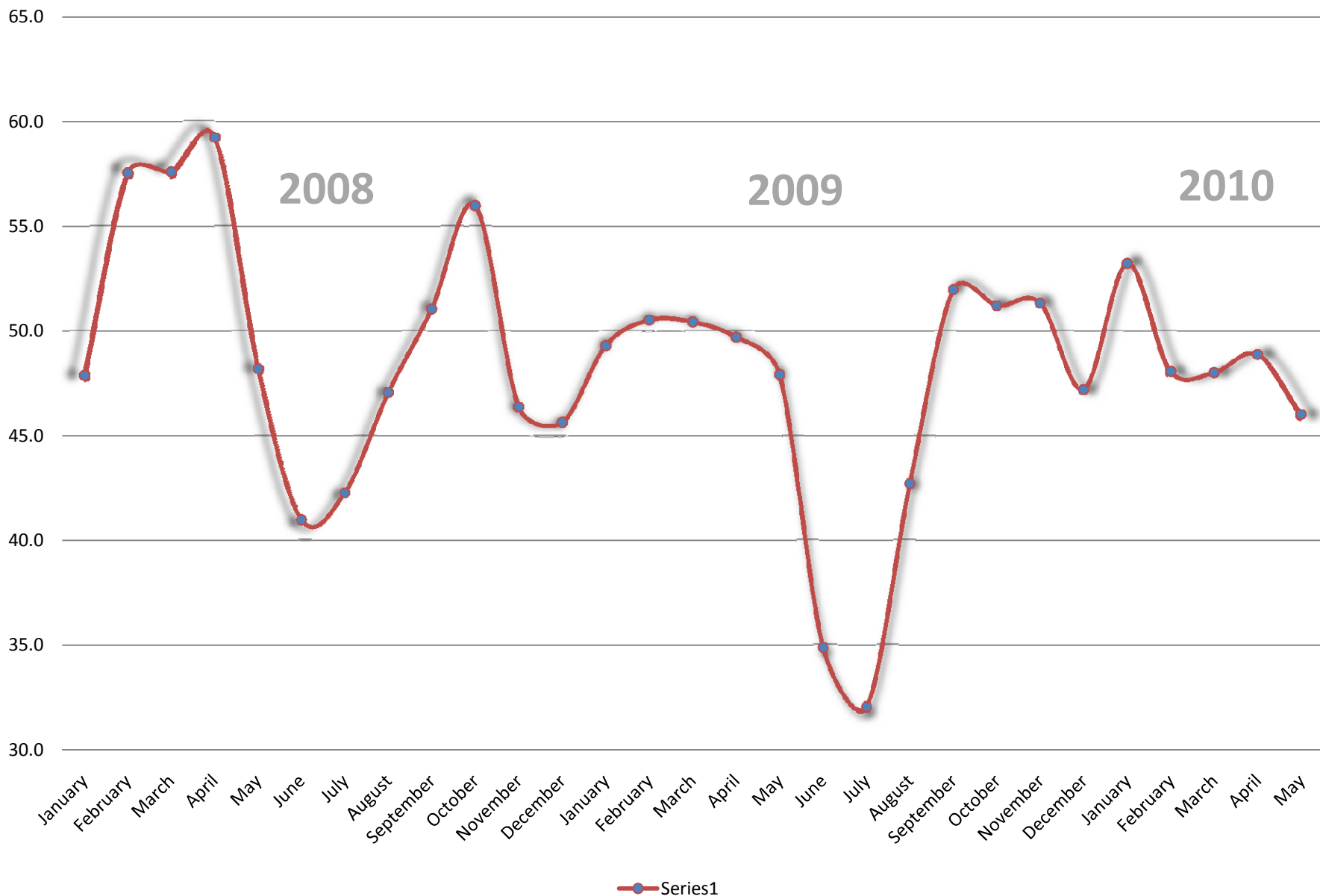
By: _____
Name:
Title:

Date: _____

Attachment A



South Thornton Call-n-Ride : Average Daily Boardings (2008 - Present)



Original Agreement

AGREEMENT FOR SOUTH THORNTON/NORTHGLENN CALL-N-RIDE CMAQ FUNDING

This Agreement is made this _____ day of _____, 2007, between the Regional Transportation District, a political subdivision of the state of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. 32-9-101, et. Seq., (hereafter "RTD") and the Cities of Thornton, Colorado, and Northglenn, Colorado and Adams County, Colorado (hereafter the "Community").

RECITALS

1. RTD currently funds and operates a variety of bus services in the Community. These services provide mobility and access to the commercial areas as well as the business and residential parts of the Community.
2. RTD and the Community desire to provide increased transit service within the Community. RTD and the Community agree that such new service will be complementary to existing service in order to provide attractive and effective transit service for people working and/or living in the Community.
3. The Parties intend that the new service will be call-n-Ride service and will be funded by the Community and RTD as set forth herein.

Now, therefore, in consideration of the promises and obligations set forth herein, the parties agree as follows:

1. The City of Thornton has been allocated federal funding through the Congestion Mitigation and Air Quality Improvement (CMAQ) program authorized pursuant to the Transportation Equity Act for the 21st Century (TEA-21) for the purpose of providing call-n-Ride service in Thornton. It is anticipated that such CMAQ funding will amount to \$13,794 in federal FY 2007, \$126,049 in federal FY '08, \$130,086 in federal FY '09 and 120,071 in federal FY '10 for a total of \$390,000 in CMAQ funds.
2. RTD is an eligible recipient and has ability to use all federal grant funds authorized pursuant to 49 U.S.C. section 5309.
3. By execution of this Agreement, the City of Thornton hereby assigns any and all rights to receive the CMAQ funds pursuant to 49 U.S.C. section 5309 in FY 2007-2010 and assigns to RTD those CMAQ funds for call-n-Ride service. If necessary, Thornton will prepare a letter to the Denver Regional Council of Governments (DRCOG) and/or FTA confirming such assignment of CMAQ funds to RTD.

4. In consideration of the assignment of the above referenced CMAQ funds, RTD agrees to carry out the grant funded activities as described in the approved CMAQ project budget (Exhibit A), including the provision of call-n-Ride service, valued in an amount equal to CMAQ funds received by RTD and local match funds received by RTD from the Community. The total amount shall not exceed \$595,242 as described in Exhibit A. It is anticipated that CMAQ funds in a total amount not to exceed \$390,000 will be received according to the following payment schedule:

FY 2007-	\$ 13,794
FY 2008-	\$126,049
FY 2009-	\$130,086
FY 2010-	<u>\$120,071</u>
Total CMAQ	\$390,000

RTD shall assume and perform all duties and obligations attendant with the receipt of the CMAQ funds, and shall comply with all other applicable requirements of the grant agreement with FTA pursuant to which RTD received the CMAQ funds.

5. The value of call-n-Ride service provided shall be determined according to standard internal RTD cost-allocation procedures as determined by RTD Finance division staff. In the event that RTD receives less than the amount of CMAQ funds shown in each of the years, and the Community local match funds shown for each of the years RTD shall be obligated to undertake only those activities and provide such service as is equal in value to the amount of CMAQ funds received, provided RTD undertakes all steps necessary to obtain such funds, plus local match funds received. Nothing shall obligate RTD to advance any future year grant funds or local match funds due from the Community. RTD may expend less than the full amount of CMAQ funds received in FY 2007 to balance out annual expenditures on call-n-Ride service, provided a total of the amount received, anticipated to be \$390,000, is expended over all three years. Nothing shall obligate RTD to provide call-n-Ride service beyond the expenditure of grant and local match funds provided for herein.
6. The Community agrees to pay their share of local matching funds to RTD according to the approved CMAQ project budget, \$102,621 as set forth in Exhibit A. In the event any member of the Community fails to pay its share to RTD service shall be reduced in an amount equal to the Community share and CMAQ amount that was matched by that member of the Community. Service shall be discontinued in the area of the Community member that does not make payment.
7. RTD shall be solely responsible to own, operate and/or maintain all projects and capital items funded by this Agreement. Nothing contained herein obligates RTD to implement service, acquire vehicles, facilities, equipment or

property, or maintain any service, vehicles, facilities, equipment or property as a result of this Agreement that exceed the approved CMAQ project budget (Exhibit A). Nothing herein obligates RTD to provide any future funding for any service implemented or vehicles, facilities, equipment or property implemented or acquired as a result hereof, beyond the time supported by the approved CMAQ project funding.

8. RTD shall be solely responsible for hiring and supervision of the employees who operate the call-n-Ride. The Community shall not have any responsibility for, nor authority or control with respect to, the supervision and management of the drivers and other employees who work in connection with the call-n-Ride.
9. During the provision of service under this Agreement, the parties shall exchange ridership information on the call-n-Ride and shall confer regarding boundary or operating hours changes that the parties believe would be beneficial to the call-n-Ride service. During and after the period of CMAQ and Community funding for this service through this Agreement, the service will be evaluated by RTD staff and with input from the Community staff, will present a recommendation to the RTD Board of Directors regarding the continuance and/or modification of the service. The ability of RTD to continue to provide call-n-Ride service beyond the end of the CMAQ funded demonstration period will be dependent upon the service performing at levels that achieve RTD performance standards relative to other services operating at similar frequencies, the RTD service planning and budgeting process, and is subject to approval by the RTD Board of Directors. Nothing herein shall obligate RTD to continue to provide call-n-Ride service after all grant and local match funds have been expended, or upon attainment of RTD performance standards. Future continuation of service paid for by RTD will be at the sole discretion of the RTD Board of Directors and subject to future budgeting, appropriation and authorization of funds.
10. The term of this Agreement shall be deemed to have begun on August 19, 2007 and shall end on August 18, 2010, provided however this agreement shall terminate in whole or in part at the end of any fiscal year within that period if funds have not been budgeted authorized and appropriated by RTD following receipt of information that CMAQ or Community funds will not be made available to RTD for the following year. Any member of the Community that wishes to terminate this Agreement as to its participation shall so advise RTD on or before September 1 of the preceding year.
11. Without waiving the privileges and immunities conferred by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., each party shall be responsible for any claims, demands or suits arising out of its own negligence. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an expressed or implied waiver by any party of its governmental immunity or the governmental acceptance by any party of liabilities arising as a result of

actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.

12. Nothing in this Agreement shall be construed to limit RTD's right to establish routes or services or perform any functions authorized by C.R.S. § 32-9-101, et. seq.
13. There shall be no third-party beneficiaries of this Agreement.
14. This Agreement does not contain any multiple-fiscal year financial obligations by any Party that extend beyond its current fiscal year. The financial obligations of each Party under this Agreement shall be subject to and limited by the annual appropriation of sufficient funds therefore by its governing body. Funds for this agreement have been budgeted, authorized and appropriated by the RTD Board of Directors and the Community for the 2007 fiscal year. Nothing herein obligates RTD or the Community to budget, authorize or appropriate funds for any future fiscal year. In the event that funds are not appropriated for subsequent years, RTD will inform the Community in writing and no additional call-n-Ride services will be provided by RTD. In such event this Agreement will terminate when RTD has received CMAQ funds and local match funds in an amount equal to the funds it has paid to provide call-n-Ride service and the Parties will have no further funding obligations to one another. In the event that all federal grant funds and local match funds for this service are not expended during 2007 through 2010 as initially anticipated, the parties may, by mutual agreement of the Parties, extend the time period for the program of service subject to budgeting, authorization and appropriation by the RTD. If all funds received by RTD pursuant to this project are not expended, RTD will refund any excess local match funds paid by the Community to this agreement to the appropriate Community.
15. The Parties to this Agreement are not partners or joint venturers as a result of this Agreement.
16. The Parties to this Agreement represent or warrant to each other that they have all necessary authority to enter into this Agreement and to perform their obligations hereunder and that this Agreement does not conflict with any other agreement that each Party is subject or to which it may be bound.
17. Except as otherwise provided in this Agreement, no Party may assign the Agreement and/or any of its rights and obligations hereunder without the prior written consent of the other Parties.
18. This Agreement may be modified or amended only by a written document duly executed by all Parties hereto.

19. Correspondence regarding this Agreement shall be sent to:

For the City of Thornton:
9500 Civic Center Drive
Thornton, Colorado 80229
Attn: Gene Putman

For the City of Northglenn:
11701 Community Center Drive
Northglenn, Colorado 80223
Attn: Travis Reynolds

For Adams County:
12200 Pecos Street
Westminster, Colorado 80234
Attn: Jeanne Shreve

For the RTD:
Regional Transportation District
1600 Blake Street
Denver, CO 80202
Attn: Bruce Abel, Assistant General Manager, Contracted Services

20. The terms and provisions of this Agreement, and its exhibits, represent the entire understanding of the parties with respect to the subject matter of this Agreement, and merge, incorporate and supersede all prior communications between the Community and RTD concerning that subject. No representations or warranties are made by the parties to this Agreement except as herein set forth.

WHEREFORE, the parties have entered into this Agreement as of the date first set forth above.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Clarence W. Marsella
General Manager
Regional Transportation District

Approved as to legal form
Regional Transportation District

Marla L. Lien
General Counsel

CITY OF THORNTON

Attest:

By: _____

By:

CITY OF NORTHGLENN

Attest:

By: _____

By:

ADAMS COUNTY

Attest:

By: _____

By:

Exhibit A

South Thornton/Northglenn call-n-Ride
Summary of Anticipated Costs and Revenues

Expense-

• acquisition of 1 new small bus @ \$12,700 per year	\$ 38,100
• operation of service	<u>\$ 557,142</u>
Total Expense	\$ 595,242

Revenues

• federal (CMAQ funds)	\$ 390,000
• local match funds	<u>\$ 205,242</u>
Total Revenue	\$ 595,242

Sources of local funds

• Thornton	
• Year 1	\$ 22,355
• Year 2	\$ 22,839
• Year 3	<u>\$ 23,460</u>
• Thornton total for 3 year period	\$ 68,654
• Northglenn	
• Year 1	\$ 7,251
• Year 2	\$ 7,408
• Year 3	<u>\$ 7,610</u>
• Northglenn total for 3 year period	\$ 22,269
• Adams County	
• Year 1	\$ 3,809
• Year 2	\$ 3,892
• Year 3	<u>\$ 3,997</u>
• Adams County total for 3 year period	\$ 11,698

Exhibit A
South Thornton/Northglenn call-n-Ride
Summary of Anticipated Costs and Revenues
Continued

• RTD	
• Year 1	\$ 33,415
• Year 2	\$ 34,138
• Year 3	<u>\$ 35,068</u>
• RTD total for 3 year period	\$ 102,621
 Total Local funds	 \$ 205,242