

PLANNING & DEVELOPMENT MEMORANDUM
#11-17

June 16th, 2011

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WAS*
James Hayes, Director, Planning and Development Department *NH*
Travis Reynolds, Senior Planner *TR*

SUBJECT: CR-61, Call-n-Ride Service IGA – West Side

RECOMMENDATION:

Attached to this memorandum is CR-61, a resolution approving an intergovernmental agreement between the Regional Transportation District (RTD), the City of Federal Heights, the City of Thornton, Adams County, and the City of Northglenn 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.

BACKGROUND:

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 two Call-n-Ride programs, in partnership with the City of Thornton and Adams County that cover that portion of the city east of I-25.

On September 16, 2010, Staff provided an update to the City Council regarding the West Call and Ride to serve Federal Heights and the west side of Northglenn, Thornton and a portion of Adams County. Federal Heights agreed to take the lead on the application to the Denver Regional Council of Governments (DRCOG). RTD indicated that it would not provide funding for the project, but rather would provide the required service and orchestration as part of the application to DRCOG. The grant was awarded to the City of Federal Heights early in 2011.

There is a collective requirement for a 25% local match for full funding of the project. Federal Heights staff submitted the application for weekday service for three years commencing in 2012. The total cost of the program is \$660,819 with \$165,205 required as the local 25% match. The draft IGA is attached for reference purposes, and outlines a three year funding level for the City of Northglenn of \$53,295. Funding for this program will need to be included in the 2012 budget in the amount of \$21,201. In 2013 and 2014, the budget implications are \$15,656 and \$16,438 respectively. The shares are based on the projected population area to be served by the new service. Approximately 30-60 people per day use each of the existing services, depending on the time of year.

The total expenditure for the east side call and ride programs was \$5,350.00 for 2010 and RTD has taken over full funding of those programs in 2011 and all future years. Approximately \$18,500 was included in the Department of Planning and Development budget for 2011, but this expenditure will not be necessary in 2011. Staff will propose budgeted amounts for the 2012 budget as outlined above. The City Attorney has reviewed the proposed IGA and has approved it as to form.

POTENTIAL OBJECTION:

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

BUDGET/TIME IMPLICATIONS:

The expenditures for the three years of the project will be accounted for in the City's 2012 budget (\$21,201) and subsequent 2013 (\$15,656) and 2014 (\$16,438) budgets.

STAFF REFERENCE:

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

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-61
Series of 2011

Series of 2011

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT, THE CITY OF FEDERAL HEIGHTS, 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. The Intergovernmental Agreement between the Regional Transportation District, the City of Federal Heights, 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 _____, 2011.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR FEDERAL HEIGHTS CALL-N-RIDE CMAQ FUNDING

This Agreement is made this _____ day of _____, 2011, 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 Federal Heights, Colorado; Northglenn, Colorado; and Thornton, Colorado; and Adams County, Colorado (hereafter collectively 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 demand-responsive RTD call-n-Ride service, will be called the "Federal Heights call-n-Ride" even though portions of the service area are within the boundaries of all of the individual cities and counties forming the Community, and will be funded by the Community 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 Federal Heights 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 the Community. It is anticipated that such CMAQ funding will amount to \$197,156 in federal FY 2012, \$145,589 in federal FY 2013, and \$152,869 in federal FY 2014 for a total of \$495,614 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 Federal Heights hereby assigns any and all rights to receive the CMAQ funds pursuant to 49 U.S.C. section 5309 in FY 2012-2014 and assigns to RTD those CMAQ funds for call-n-Ride service. If necessary, Federal Heights 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 from the Community. The total amount shall not exceed \$660,819 as described in Exhibit A. It is anticipated that CMAQ funds in a total amount not to exceed \$495,614 will be received according to the following payment schedule:

FY 2012-	\$197,156
FY 2013-	\$145,589
FY 2014-	<u>\$152,869</u>
Total CMAQ	\$495,614

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 2012 to balance out annual expenditures on call-n-Ride service, provided a total of the amount received, anticipated to be \$495,614, 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, \$165,205 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, and 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 independent contractors or 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 any other independent contractors or 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. If the RTD decides, at the end of the grant funding, to not continue funding the Federal Heights call-n-Ride, the vehicle purchased, or a comparable one, may be sold or leased (for the remaining life of the vehicle – 5 year total life) to the Community for a nominal dollar amount.
11. This Agreement shall commence as of the date of completion of execution by all parties. Call-n-Ride service under this Agreement is anticipated to commence January 1, 2012, subject to timely receipt by RTD of CMAQ funds. This Agreement shall terminate December 31, 2014. Notwithstanding the foregoing, 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 August 1 of the preceding year.
12. 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.
13. 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.
14. There shall be no third-party beneficiaries of this Agreement.
15. 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 2012 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 federal FY 2012 through 2014 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.

16. The Parties to this Agreement are not partners or joint venturers as a result of this Agreement.
17. 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.
18. 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.
19. This Agreement may be modified or amended only by a written document duly executed by all Parties hereto.
20. Correspondence regarding this Agreement shall be sent to:

For the City of Federal Heights:
2380 West 90th Ave.
Thornton, Colorado 80260
Attn: Steve Durian

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

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

For Adams County:
4430 S. Adams County Pkwy
Brighton, Colorado 80601
Attn: Jeanne Shreve

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

- 21. 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.
- 22. Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

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

REGIONAL TRANSPORTATION DISTRICT

By: _____ Phillip A. Washington General Manager Regional Transportation District	Approved as to legal form Regional Transportation District _____ Rolf G. Asphaug Deputy General Counsel
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CITY OF FEDERAL HEIGHTS

By: _____	By: _____
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CITY OF NORTHGLENN

By: _____	By: _____
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CITY OF THORNTON

By: _____	By: _____
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ADAMS COUNTY

By: _____	By: _____
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Exhibit A
Federal Heights call-n-Ride
Summary of Anticipated Costs and Revenues

Expense-

• acquisition of 1 new small bus with equipment	\$ 68,000
• marketing	\$ 10,000
• operation of service	<u>\$ 582,819</u>
Total Expense	\$ 660,819

Revenues

• federal (CMAQ funds)	\$ 495,614
• local match funds	<u>\$ 165,205</u>
Total Revenue	\$ 660,819

Sources of local funds

• Federal Heights	
• Year 1	\$ 16,088
• Year 2	\$ 11,880
• Year 3	<u>\$ 12,474</u>
• Federal Heights total for 3 year period	\$ 40,442
• Northglenn	
• Year 1	\$ 21,201
• Year 2	\$ 15,656
• Year 3	<u>\$ 16,438</u>
• Northglenn total for 3 year period	\$ 53,295
• Thornton	
• Year 1	\$ 19,979
• Year 2	\$ 14,753
• Year 3	<u>\$ 15,491</u>
• Thornton total for 3 year period	\$ 50,223
• Adams County	
• Year 1	\$ 8,451
• Year 2	\$ 6,241
• Year 3	<u>\$ 6,553</u>
• Adams County total for 3 year period	\$ 21,245

Exhibit B
Call-n-Ride Service Description

Span of Service:

Weekday-	5:30 AM- 8:00 PM
Saturday-	No service provided
Sunday-	No service provided
Holidays-	No service provided

Service Area:

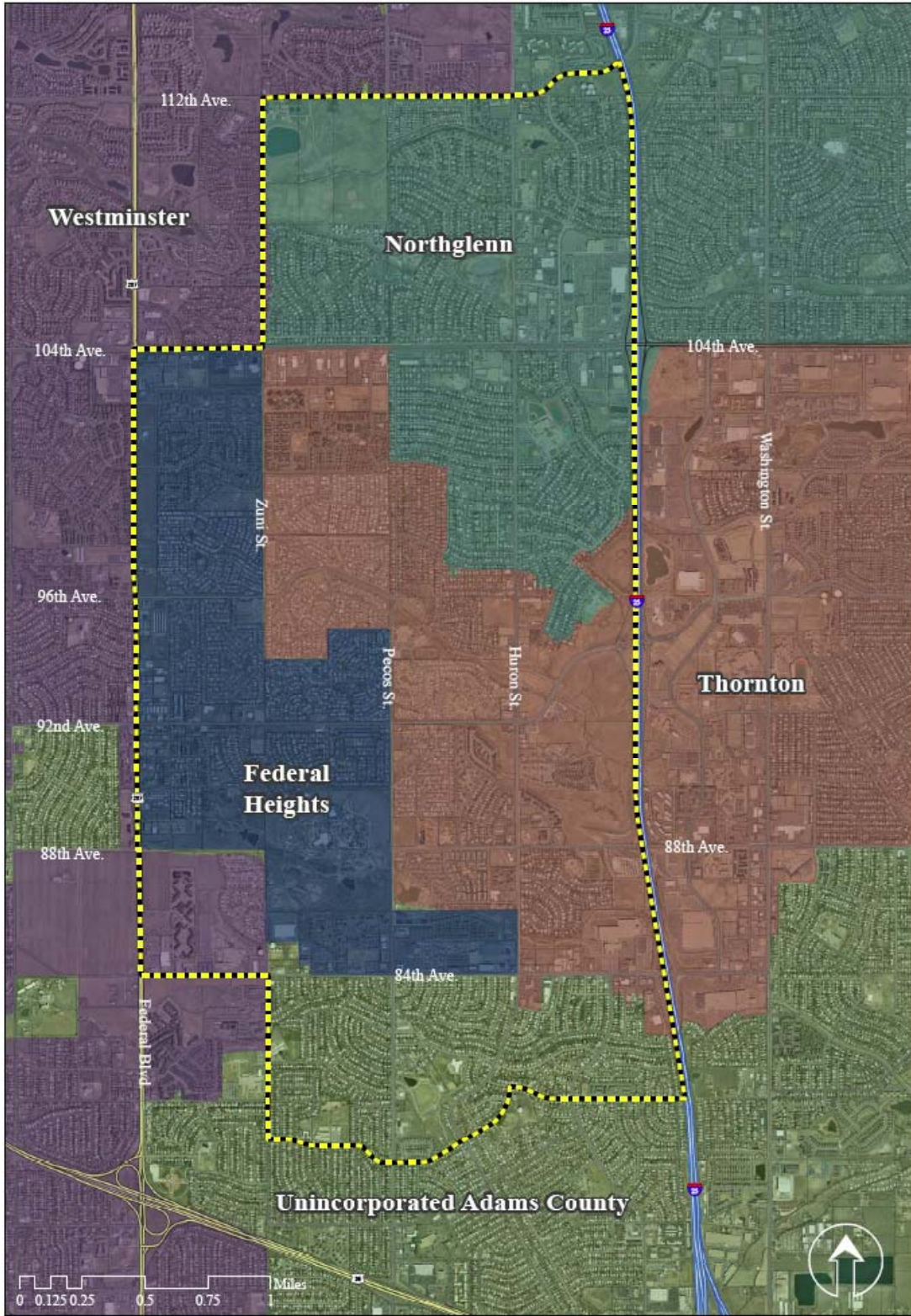
This call-n-Ride service area is an area bounded by I-25 on the east, 112th Avenue on the north, 80th Ave. on the south and Federal Blvd on the east. The service area is approximately 9.1 square miles in size, and will be served by one (1) call-n-Ride vehicle. The population within the call-n-Ride service area is approximately 49,000.

Attached as Exhibit B-1 is a map depicting the boundaries of the call-n-Ride service area.

Annual Revenue Hours:

Weekday-	3,697.5
Saturday-	N/A
Sunday-	N/A
Total	<hr/> 3,697.5

Exhibit B-1



Federal Heights Call-n-Ride

