



**PLANNING AND DEVELOPMENT DEPARTMENT
MEMORANDUM 15-07**

DATE: April 13th, 2015
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: John Pick, City Manager 
Brook Svoboda, Director of Planning and Development 
SUBJECT CR-49 IGA Amendment for Federal Heights Call-N-Ride

BACKGROUND

At the October 13th, 2014 Council Meeting, the City Council unanimously approved Council Resolution 107 (Attachment 2). The Resolution authorized the Mayor to sign a letter of support to extend the Federal Heights Call-N-Ride Service through the end of 2015, recognizing a commitment in principle to \$19,900, subject to appropriation and amendment to the existing IGA.

Attached to this memo is the proposed amendment to the RTD IGA, which would commit \$19,902 for Northglenn's proportionate share.

Included as Attachment 2, is the Federal Heights Call and Ride Service Area map and a second map depicting main routes of service within the area.

BUDGET/TIME IMPLICATIONS:

This program has been funded through the Planning & Development Department budget in the past. The amount of \$19,902 represents a \$1,902.00 increase over 2014's funding commitment – commitments for the other jurisdictions participating reflect their proportionate level of increase.

The funding for the Call-N-Ride program was not included in the planning department's 2015 budget. Consensus to amend the IGA was not determined until after Council approved the 2015 budget. When all parties approve the IGA amendment for Federal Heights Call-N-Ride Program, the Planning Department's budget would need to reflect the expense.

RECOMMENDATION

Staff recommends approval of CR-49

STAFF REFERENCE

Brook Svoboda, Director of Planning and Development bsvoboda@northglenn.org or 303.450.8937

ATTACHMENT

ATTACHMENT 1 Council Resolution 107
ATTACHMENT 2 Call and Ride Service Area Map

ATTACHMENT 1

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-107
Series of 2014

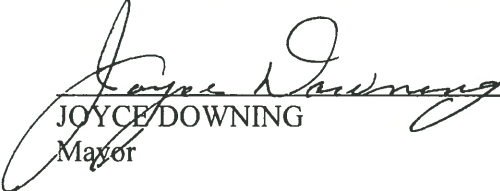
14-106
Series of 2014

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER TO THE REGIONAL TRANSPORTATION DISTRICT SUPPORTING THE EXTENSION OF THE FEDERAL HEIGHTS CALL-N-RIDE SERVICE THROUGH 2015

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

Section 1. The Mayor is hereby authorized to execute the attached letter on behalf of the City of Northglenn to the Regional Transportation District supporting the extension of the Federal Heights call-n-Ride service through 2015.

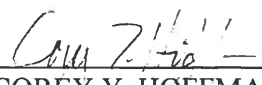
DATED at Northglenn, Colorado, this 13th day of October, 2014.


JOYCE DOWNING
Mayor

ATTEST:


JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney



TM

11701 Community Center Drive
PO Box 330061
Northglenn, Colorado 80233-8061
Phone (303) 451-8326
FAX (303) 450-8798

October 13, 2014

RTD Board of Directors
1600 Blake Street
Brighton, CO 80601

RE: Commitment in Principle towards the Local Match to extend the Federal Heights Call-n-Ride through 2015

Dear RTD Directors:

City of Northglenn and surrounding Cities have supported Call-n-Ride service on the west side of I-25 for many years now. We were pleased when Federal Heights successfully received DRCOG funding from 2012 through 2014 to start the Federal Heights Call-n-Ride to serve our residents and commuters in areas of unincorporated Adams County, Federal Heights, Northglenn, Thornton and Westminster.

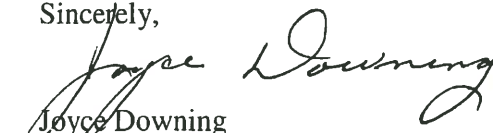
We are now at the end of the DRCOG start up grant with good news – ridership is increasing. We also recognize there are some outstanding DRCOG funds available from the start-up grant and would like to leverage these remaining federal dollars to extend the service through 2015 and work with you to see ridership continue trending up.

To that end, the City of Northglenn is pleased to commit in principle in 2015, subject to annual appropriation and amendment to the existing IGA, \$19,900 to extend the Federal Heights Call-n-Ride through 2015. We would also look for your support at DRCOG to leverage the remaining federal funds to extend the service, which we understand is supported by DRCOG staff. Our ability to provide this local match is contingent upon using the remaining DRCOG funds.

We strongly encourage you approving the extension of the Federal Heights Call-n-Ride through 2015.

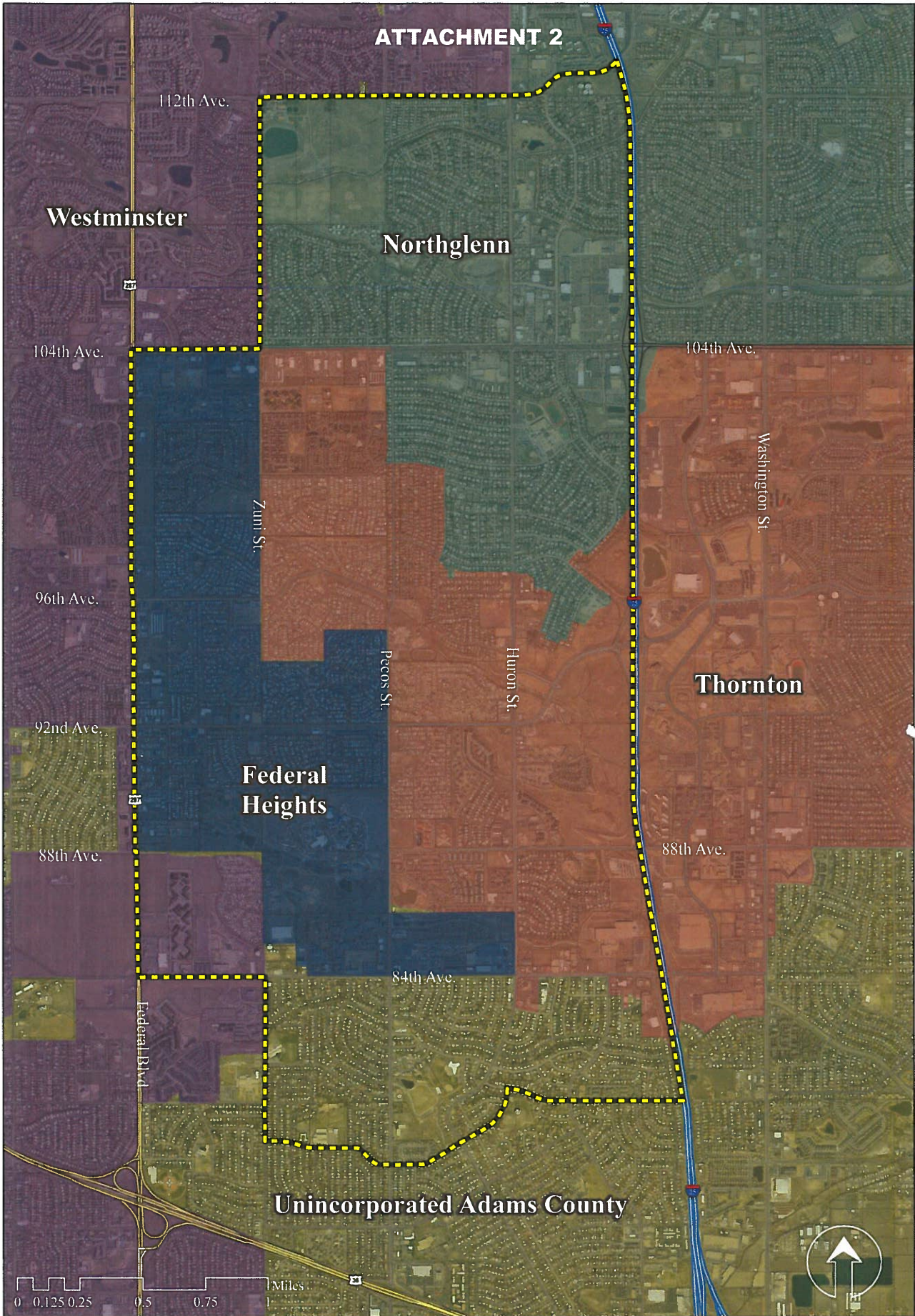
If you have any questions, please do not hesitate to contact us.

Sincerely,


Joyce Downing
Mayor

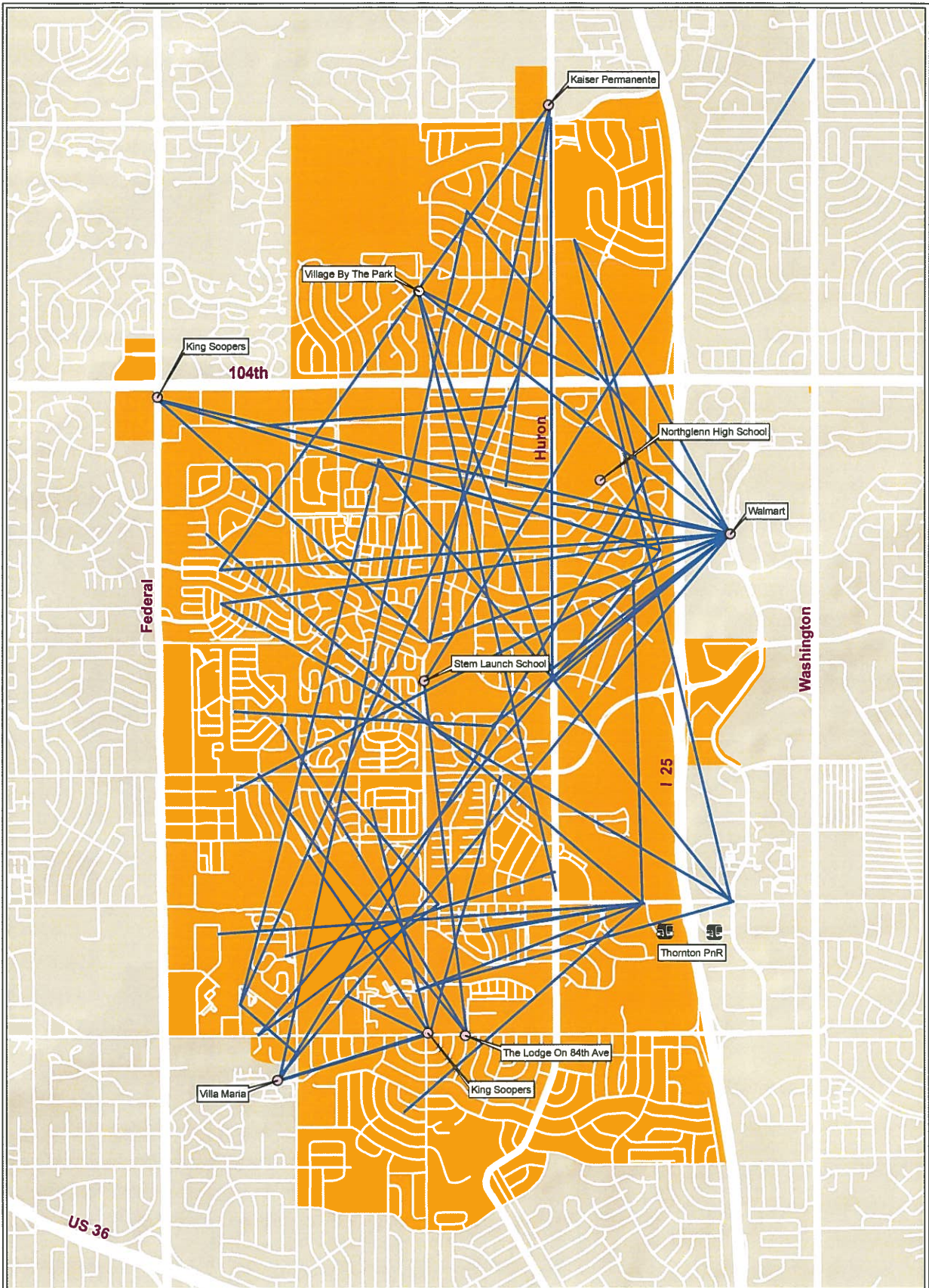
cc: Adams County Board of County Commissioners
Federal Heights City Council
Thornton City Council

ATTACHMENT 2

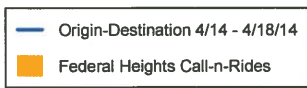


**Proposed West Side
RTD Call and Ride Zone**





Federal Heights Call-n-Ride



SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-49
Series of 2015

Series of 2015

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION DISTRICT, THE CITY OF FEDERAL HEIGHTS, THE CITY OF NORTHGLENN, THE CITY OF THORNTON AND ADAMS COUNTY FOR FUNDING OF THE FEDERAL HEIGHTS CALL-N-RIDE

WHEREAS, the Regional Transportation District (RTD) has provided the Federal Heights Call-n-Ride service since 2011, but due to low ridership, has considered discontinuing the service effective January 2015; and

WHEREAS, as a result of RTD's announcement to eliminate the Federal Heights Call-n-Ride service, the community has offered to help fund the service, and the RTD Board has agreed to continue service through December 31, 2015; and

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. 29-1-203, *et seq.*, RTD and the cities may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and such contract may provide for sharing of costs; and

WHEREAS, the Parties intend to enter into an Intergovernmental Agreement for the purpose of the community providing funding to RTD for the provision of the Federal Heights Call-n-Ride, in addition to other funding sources, to continue the service through 2015.

NOW, THEREFORE, 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 Northglenn, the City of Thornton and Adams County for funding of the Federal Heights 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 _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**INTERGOVERNMENTAL AGREEMENT AMONG THE REGIONAL
TRANSPORTATION DISTRICT, CITIES OF FEDERAL HEIGHTS,
NORTHGLENN, THORNTON AND ADAMS COUNTY FOR FUNDING OF THE
FEDERAL HEIGHTS CALL-N-RIDE**

This Intergovernmental Agreement (“Agreement”) is made this _____ day of _____, 2015 (“Effective Date”), among 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.* (hereinafter referred to as “RTD”), and the Board of County Commissioners of Adams County, a political subdivision of the State of Colorado and the Cities of Federal Heights, Northglenn and Thornton (hereinafter collectively referred to as the “Community”). RTD and Community may also be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. RTD is authorized by the Regional Transportation District Act, C.R.S. §§ 32-9-101, *et seq.*, to develop, maintain, and operate a mass transportation system for the benefit of the inhabitants of its District, as defined by the RTD Act.

B. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-203, *et seq.*, RTD and the Community may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for sharing of costs.

C. RTD currently provides various local, express, regional and Call-n-Ride services in various areas of the Community, which service provides mobility and access to residential and commercial areas within the Community.

D. RTD has provided Call-n-Ride in the Community, but due to low ridership, the RTD Board of Directors has considered discontinuing the Federal Heights Call-n-Ride effective January 2015, in accordance with its Board-approved service standards.

E. As a result of RTD’s announcement to eliminate the Federal Heights Call-n-Ride service, the Community has offered to help fund, and the RTD Board has agreed to continue service through December 31, 2015.

F. The Parties intend to enter into this Agreement for the purpose of the Community providing funding to RTD for provision of the Federal Heights Call-n-Ride, in addition to other funding sources.

G. RTD will continue to draw down remaining grant funds, in the amount of approximately \$38,356, to operate the Federal Heights Call-n-Ride in accordance with the Agreement for Federal Heights Call-n-Ride CMAQ Funding dated August 31, 2011.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SERVICES.** RTD shall arrange for the provision of the Federal Heights Call-n-Ride service substantially as described in **Exhibit A** (“Services”). RTD shall be solely responsible for all transit operations, fares, management, marketing, administration, and services delivery functions, including provision of vehicles, vehicle maintenance, insurance and accounting necessary to operate the Services. The Community shall have no responsibility for the operations and management of the Services. The Community shall have no responsibility for, nor authority or control with respect to, the supervision and management of any employees or contractors who work in connection with the Services.

2. **SERVICE EVALUATION AND CHANGES.**

A. EVALUATION OF SERVICES. RTD shall evaluate the performance of the Services and any implemented alternatives in terms of RTD’s service standards set by the RTD Board of Directors.

B. SERVICE CHANGES. RTD shall communicate in writing to the Community any proposed changes to the Services no less than thirty (30) calendar days prior to implementation of the service change.

3. **FUNDING FOR THE SERVICES.**

A. FROM ADAMS COUNTY. Adams County shall pay Seven Thousand Nine Hundred and Forty One Dollars (\$7,941) to RTD to support the provision of the Services. In the event that RTD fails to operate the Services for any time during the term of this Agreement for any reason, RTD shall reimburse Adams County the pro rata amount of any sums paid for that time when the Services did not operate.

B. FROM FEDERAL HEIGHTS. Federal Heights shall pay Fifteen Thousand Ninety Three Dollars (\$15,093) to RTD to support the provision of the Services. In the event that RTD fails to operate the Services during the term of this Agreement for any reason, RTD shall reimburse Federal Heights the pro rata amount of any sums paid for that time when the Services did not operate.

C. FROM NORTHGLENN. Northglenn shall pay Nineteen Thousand Nine Hundred Two Dollars (\$19,902) to RTD to support the provision of the Services. In the event that RTD fails to operate the Services during the term of this Agreement for any reason, RTD shall reimburse Northglenn the pro rata amount of any sums paid for that time when the Services did not operate.

D. FROM THORNTON. Thornton shall pay Eighteen Thousand Seven Hundred Forty Three Dollars (\$18,743) to RTD to support the provision of the Services. In the event that RTD fails to operate the Services during the term of this Agreement for any reason, RTD shall reimburse Thornton the pro rata amount of any sums paid for that time when the Services did not operate.

4. INVOICING AND PAYMENT. No later than 30 calendar days after the Effective Date, RTD will send separate invoices to each member of the Community seeking payment for the funding identified in Paragraph 3. Each member of the Community shall pay the RTD invoice within 30 days of receipt.

5. TERM AND AMENDMENT. The term of this Agreement shall commence on the Effective Date and will expire on December 31, 2015. Any amendment to this Agreement must be in writing and signed by all Parties. Nothing herein obligates any Party to make funds available for the Services or to renew this Agreement in any future fiscal year. Even if this Agreement is renewed in subsequent years, nothing herein will imply funding will be renewed at the same or any level. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination will survive termination of this Agreement.

6. COMMUNICATION AND NOTICES. Any notices, bills, invoices or reports required by this Agreement will be sufficiently delivered if sent by the Parties in the United States mail, postage prepaid, or by email to the Parties at the following addresses:

For the City of Federal Heights:
2380 West 90th Ave.
Thornton, Colorado 80260
Attn: Tim Williams
twilliams@fedheights.org

For the City of Northglenn:
11701 Community Center Drive
Northglenn, Colorado 80223
Attn: Travis Reynolds
treynolds@northglenn.org

For the City of Thornton:
9500 Civic Center Drive
Thornton, Colorado 80229
Attn: Kent Moorman
kent.moorman@cityofthornton.net

For Adams County:
4430 S. Adams County Pkwy
Brighton, Colorado 80601
Attn: Jeanne Shreve
JShreve@adcogov.org

For the RTD:
Regional Transportation District
1600 Blake Street
Denver, CO 80202
Attn: Bruce Abel, Assistant General Manager, Bus Operations
Bruce.abel@rtd-denver.com

The addresses or contacts may be changed by the Parties by written notice.

7. **STATUS OF PARTIES.** Nothing contained in the Agreement creates any partnership, joint venture, or other association or relationship between RTD and the Town. Neither Party has authorization, express or implied, to bind the other to any agreements, liability, or understanding, except as expressly set forth in this Agreement.

8. **LIABILITY AND IMMUNITY.** 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 express or implied waiver by RTD or each member of the Community of each entity's governmental immunity, including limitations of amounts or types of liability or the governmental acceptance 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.*

9. **NO LIMITATION ON RTD RIGHTS OR AUTHORITY.** 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.*

INTERGOVERNMENTAL AGREEMENT AMONG RTD, ADAMS COUNTY, CITIES OF FEDERAL HEIGHTS, NORTHGLENN AND THORNTON FOR FUNDING OF FEDERAL HEIGHTS CALL N RIDE

10. **MISCELLANEOUS.**

- a. **Exhibits.** The following exhibits are attached and incorporated into this Agreement by this reference:

Exhibit A: Description of the Services and Sources of Funds
- b. **Recitals.** The recitals set forth above are incorporated herein by this reference.
- c. **Scope.** The Parties may have previously entered into various other agreements that remain in effect until terminated and are not voided by or otherwise amended by this Agreement, unless expressly set forth herein.
- d. **Authority.** The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.
- e. **Available Funding.** This Agreement does not contain any multiple-fiscal-year financial obligations by either 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 appropriation of sufficient funds therefore by its governing body. Funds for this Agreement have been authorized for the current fiscal year. Nothing herein obligates RTD, the Community to budget, authorize or appropriate funds for any future fiscal year.
- f. **Severability.** To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms or provision hereof.
- g. **Waiver.** The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon a subsequent breach.
- h. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under this Agreement. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

- i. **Paragraph Headings.** The captions and headings set forth in this Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms and provisions.
- j. **Counterparts.** This Agreement may be executed in two counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Scanned electronic signatures shall constitute original signatures.

WHEREFORE, the Parties have entered into this Agreement as of the Effective Date.

REGIONAL TRANSPORTATION DISTRICT

By: _____
Phillip A. Washington
General Manager

Approved as to legal form for RTD:

Jenifer M. Ross-Amato
Associate General Counsel

CITY OF FEDERAL HEIGHTS

By: _____

Approved as to Form:

By:_____

CITY OF NORTHGLENN

By: _____

Approved as to Form:

By:_____

CITY OF THORNTON

By: _____

Approved as to Form:

By:_____

ADAMS COUNTY

By: _____

Approved as to Form:

By:_____

Exhibit A to IGA FOR FUNDING OF FEDERAL HEIGHTS CALL N RIDE

Call-n-Ride Service Description

One vehicle – 13.5 hours per day, Monday through Friday.

Span of Service:

Weekday-	5:30 AM - 700 PM
Saturday-	No service provided
Sunday-	No service provided

Annual Revenue Hours:

Weekday-	3,442.5
Saturday-	Not Applicable
Sunday-	Not Applicable
Total	3,442.5

Sources of Funds for 2015 Service

<u>RTD</u>	<u>\$ 91,174</u>
<u>Federal CMAQ Grant funds (est)</u>	<u>\$ 38,356</u>
<u>Federal Heights</u>	<u>\$ 15,093</u>
<u>Northglenn</u>	<u>\$ 19,902</u>
<u>Thornton</u>	<u>\$ 18,743</u>
<u>Adams County</u>	<u>\$ 7,941</u>
Total	\$191,209

The funding provided by the Communities was split among the cities and Adams County based on the geographic area served within the Federal Heights Call-n-Ride service area consistent with the prior IGA among the Parties which provided service from 2012-2014.