

AUG 19 2010



August 13, 2010

Rob MacDonald
Pikes Peak Area Council of Governments
15 South 7th Street
Colorado Springs, CO 80905

Re: Update to Administrative Memorandum of Agreement Regarding Transit Planning

Dear Mr. MacDonald,

This letter is a request to mutually update the existing Administrative Memorandum of Agreement (MOA) the City of Colorado Springs (City) has for area transit planning with the Pikes Peak Area Council of Governments (PPACG). The current agreement is set to expire September 30, 2010. The proposed updated MOA is attached.

The updated MOA includes similar previous definitions of roles and responsibilities between the City and PPACG for area transit planning. One minor change is included based on our recent discussions with PPACG staff. That is: modeling will be the primary responsibility of PPACG and the secondary responsibility of the City.

Thank you for your timely consideration of this updated MOA. Assuming you are in agreement, please sign the attached document and return it prior to October 1, 2010 to:

Craig Blewitt, Director
Mountain Metropolitan Transit
1015 Transit Drive
Colorado Springs, CO 80903

Sincerely,

Craig Blewitt, Transit Services Division Manager
Mountain Metropolitan Transit
City of Colorado Springs

Attachment



U.S. Department
of Transportation
Federal Transit
Administration

1015 Transit Drive • Colorado Springs, Colorado 80903-4637
TEL 719-385-5279 • FAX 719-385-5419



RESOLUTION NO. 155-10

A RESOLUTION APPROVING THE 2010 ADMINISTRATIVE
MEMORANDUM OF AGREEMENT BETWEEN THE CITY
OF COLORADO SPRINGS AND THE PIKES PEAK AREA
COUNCIL OF GOVERNMENTS

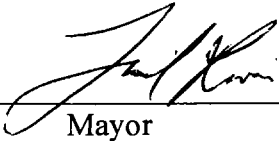
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO
SPRINGS:

Section 1. The City Council finds that clarifying the roles and responsibilities of the City and the PPACG as those roles and responsibilities relate to transit planning as part of the comprehensive transportation planning process in the Colorado Springs Metropolitan Area is in the best interest of the City of Colorado Springs for the health, safety and welfare of its residents.

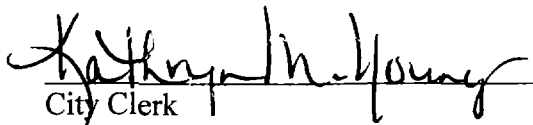
Section 2. The 2010 Administrative Memorandum of Agreement between the City of Colorado Springs and the Pikes Peak Area Council of Governments, dated for reference the 30th day of September, 2010, attached to and made a part of this Resolution as Exhibit A, is approved.

Dated at Colorado Springs, Colorado this 14th day of September, 2010

Attest:



Mayor



City Clerk

2010 ADMINISTRATIVE MEMORANDUM OF AGREEMENT
between
The City of Colorado Springs
And
The Pikes Peak Area Council of Governments

This Administrative Memorandum of Agreement, dated for reference this 30th day of September, 2010, is made by and between the City of Colorado Springs, a Colorado home rule city, and the Pikes Peak Area of Council of Governments.

The City of Colorado Springs (hereinafter, the "City") and the Pikes Peak Area Council of Governments (hereinafter, the "PPACG") agree as follows:

Paragraph 1: Purpose. This Agreement clarifies the roles and responsibilities of the City and the PPACG as those roles and responsibilities relate to transit planning as part of the comprehensive transportation planning process in the Colorado Springs Metropolitan Area.

Paragraph 2: Authority. The PPACG is authorized by Title 29, Article 1, Part 4, C.R.S., to carry on comprehensive planning activities in the Pikes Peak Area. The PPACG and the City are authorized to enter into this Agreement under C.R.S. Section 29-1-203.

Paragraph 3: Effective Date and Term of Agreement. This Agreement is deemed to be effective as of the 1st day of October, 2010, and shall continue in effect through the 30th day of September, 2020, unless sooner terminated in accord with the terms of this Agreement.

Paragraph 4: The Parties acknowledge and agree that the City is the Designated Recipient of Federal Transit Administration (FTA) Urban Transit Funding in the Pikes Peak Region and is responsible for the development of major elements of the Transportation Improvement Program and Long Range Transit Planning in conjunction with the Area MPO, which is PPACG.

Paragraph 5: This Administrative Memorandum of Agreement (hereinafter, the "Agreement") relates to transit planning in the Pikes Peak Region. The City and the PPACG are actively engaged in transportation planning as part of a comprehensive planning process. The City and PPACG seek to work together to achieve the goals of an efficient mass transit system that will serve the needs of the Colorado Springs urban area and will help to achieve a balanced and integrated transportation system for the region.

Paragraph 6: The City and PPACG have been cooperatively engaged in transportation planning pursuant to the agreement entered into by the City of Colorado Springs, Manitou Springs, El Paso County, and the State of Colorado Department of highways on or about the 4th day of June, 1963, and the Articles of Association Governing the Pikes Peak Area Council of Governments dated June 29, 1967, as amended through May 13, 2009.

Paragraph 7: The PPACG has caused to be developed a study entitled "2035 Long-Range Transit Plan for the Colorado Springs Region", adopted March 12, 2008. The City has caused to be developed a study entitled the Intermodal Transportation Plan, dated April 10, 2001.

Paragraph 8: Responsibility For Major Elements Of Transportation Improvement Program And Long Range Transit Planning.

The following Programs A and B set out the relative responsibilities of the Parties for the major elements of the Transportation Improvement Program and for Long Range Transit Planning.

PROGRAM "A": The Transportation Improvement Program (TIP)

Objective: The objective of the Parties is the inclusion of the following Transit Elements for capital and planning programs in the TIP.

Element A-1: Programming of capital planning, and operational improvements, including acquisition of rolling stock and other physical assets; route, schedule and fare structure modifications; non-capital intensive programs; promotional programs.

City – Primary responsibility.

PPACG – Secondary Responsibility through other local PPACG member agencies for participation in programming as appropriate for the affected agency. PPACG Secondary responsibility for assistance on grant applications, formulation of intergovernmental agreements, and determination of route and schedule modifications.

ELEMENT A-2: Programming and conduct of technical studies incidental to transit development program, including rider surveys, travel time studies, attitude surveys and similar activities designed to determine effectiveness of or needs for service improvements.

CITY – Primary responsibility

PPACG – Assistance on grant applications; provision of pertinent regional planning data, including population trends, person-trip estimates, location of disadvantaged groups or similar statistics at analysis unit level (inventory or forecast); technical assistance (modeling or analysis) as requested and mutually agreeable to CITY and PPACG.

ELEMENT A-3: Implementation and operation.

CITY – Primary responsibility.

OTHER PPACG MEMBER LOCAL AGENCIES – Financial assistance as mutually agreeable to CITY and affected local agency.

ELEMENT A-4: Annual TIP, Long-Range Transit Plan and Long Range Public Transportation Plan update.

CITY – Primary responsibility.

PPACG – Provision of pertinent regional planning data; provision of pertinent findings of annual monitoring activities.

PROGRAM “B”. Long Range Transit Planning

Objective: The objective of the Parties is the Formulation and evaluation of alternative transit system concepts (20-year planning period) in coordination with multi-modal and land use planning activities.

ELEMENT B-1: Preparation of Unified Annual Work Program.

PPACG – Primary responsibility.

CITY – Provision of transit development program documentation; provision of annual updating documentation

ELEMENT B-2: Modeling and evaluation of alternative system concepts.

PPACG – Primary responsibility.

City – Secondary responsibility.

ELEMENT B-3: Technical studies related to plan refinement (20-year horizon)

PPACG – Primary responsibility.

CITY – Provision of operational data, including routing and schedule documentation, revenue passenger estimates, operating costs, maximum load point counts, and similar statistics routinely maintained, describing current and programmed service pertinent to modeling or evaluation.

ELEMENT B-4: Implementation (policy decision on preferred concepts).

CITY – Primary responsibility through elected officials and citizens groups.

ELEMENT B-5: Continuing, cooperative and comprehensive planning process.

PPACG – Primary responsibility.

CITY – Provision of operational data and reports on technical studies as input to PPACG monitoring activities.

ELEMENT B-6: Human Services coordination Plan.

PPACG – Primary responsibility.

City – Secondary Responsibility.

Paragraph 9: Appropriation and Availability of Funds. In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Memorandum of Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Memorandum of Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Memorandum of Agreement without compensation to the PPACG.

Paragraph 10: Law. This Memorandum of Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.

Paragraph 11: Expenditures and Fees of Each Party Deemed Expenditures of That Party. The parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish pursuant to C.R.S. Section 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

Paragraph 12: Local Concern. The parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

Paragraph 13. No Third Party Beneficiary: 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 or entity whatsoever on or under this Agreement. It is the express intention of the parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Paragraph 14. Amendments: This Agreement may be amended only in writing by the Governing bodies of the Parties.


Paragraph 15. Termination: The Governing Body of Either Party may terminate this Agreement for convenience upon thirty (30) calendar days prior written notice to the other Governing Body. Any notice of termination shall state the actual effective date of termination. However, the City retains the right to terminate this Agreement at any time if the City is directed to do so by the United States Government or the State of Colorado.

Paragraph 16. Validity: This Agreement shall not be valid unless and until approved by the City Council and the PPACG Board of Directors.

For the City of Colorado Springs:

By: _____ this _____ day of _____, 2010
Steven Cox
Interim City Manager

For the Pikes Peak Area Council of Governments:

By:  this 8th day of September, 2010
Rob McDonald
Executive Director

Approved as to Form

Senior Attorney
City of Colorado Springs



FORMAL AGENDA ITEM

COUNCIL MEETING DATE: September 14, 2010

TO: Honorable Mayor and Members of City Council

VIA: *Nancy Johnson for*
Steve Cox – Interim City Manager

FROM: Nancy Johnson, Assistant City Manager *NJ*
Craig Blewitt, Interim Transit Services Division Manager *CB*

Subject Title: **A Resolution Approving the 2010 Administrative Memorandum of Agreement for Transit Planning Between the City of Colorado Springs and the Pikes Peak Area Council of Governments**

Strategic Goal(s) this item supports:



SUMMARY:

This resolution is to extend an existing administrative agreement between the City and the Pikes Peak Area Council of Governments (PPACG) with respect to transit planning in the region. The agreement delineates the respective transit planning roles of the City and PPACG. The existing Memorandum of Agreement will expire on September 30, 2010.

PREVIOUS COUNCIL ACTION:

The existing Administrative Memorandum of Agreement (MOA) was signed by the City Manager on December 27, 2000. It was signed by the PPACG administrator on October 5, 2000. Previous similar agreements also existed between the City and the PPACG.

BACKGROUND:

The City is the designated recipient of Federal Transit Administration (FTA) grants for providing public transit services in the Colorado Springs Metropolitan Area. In order to receive these grants, FTA regulations require designated FTA recipients to coordinate their transit planning in conjunction with their local area Federal Metropolitan Planning Organization (MPO). PPACG is the Federal MPO in the Colorado Springs area. The agreement delineates aspects of transit planning and carries out the required coordination between the City and the MPO.

FINANCIAL IMPLICATIONS:

This agreement is required in order for the City to continue to be eligible to receive FTA grants. FTA grants are essential to the continued operation of public transit.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

If this agreement is not approved, the City may no longer be eligible to receive FTA grants.

RECOMMENDATION:

Staff recommends City Council approve the attached Resolution as presented.

PROPOSED MOTION:

Move to approve the resolution as presented.

- c: Nick Kittle, Public Works Team Leader
Sue Skiffington-Blumberg, Public Communications Division Manager
Dave Menter, Transit Services Division Planning Supervisor

List of attachments for this item:

- Resolution
- Memorandum of Agreement