



Legislation Text

File #: 14-0638, **Version:** 1

Second Amended and Restated Intergovernmental Agreement for Pikes Peak Rural Transportation Authority Funded Capital Projects, Maintenance Programs and City-Sponsored Transit Activities

From:

Office of the City Attorney- Corporate Division

Summary:

This draft IGA is presented for Council consideration to implement the next ten years of the City's participation in the PPRTA. It would be approved by resolution.

Previous Council Action:

Council approved by resolution the previous Intergovernmental Agreements between the City of Colorado Springs and the Pikes Peak Rural Transportation Authority dated January 1, 2005 and as amended and restated on July 12, 2006 and as amended on December 12, 2007.

Background:

The purpose of this intergovernmental agreement ("IGA") is to provide the Pikes Peak Rural Transportation Authority ("PPRTA") and the City of Colorado Springs ("City") with an agreement concerning the expenditure by the PPRTA of funds for PPRTA funded capital projects, maintenance programs and City-sponsored transit activities in compliance with the establishing intergovernmental agreement that was adopted after the PPRTA was established by the voters in 2004. In November of 2012, the voters agreed to a ten (10) year extension of the PPRTA (which had been set to expire on December 31, 2014). The proposed IGA would govern the extension period of January 1, 2015-December 31, 2024.

In late July, the City received a proposal to update this IGA from the PPRTA's attorney. The City Attorney's Office ("CAO") sought comments from Public Works Department staff including Kathleen Krager for Traffic Engineering, Craig Blewitt for Transit Services and Stuart King, Transportation Planning Manager to develop those comments. Public Works Director Travis Easton also had an opportunity to review and comment on the draft. On September 9, 2014, Tom Florczak and Britt Haley from the CAO met with Councilmembers Joel Miller, Jan Martin and Merv Bennett to discuss the proposed changes. These members of Council have specialized expertise, as they are the designated City representatives of the PPRTA board. Councilmembers Knight and Snider, who serve as alternates, were also invited but unable to attend the September 9 meeting. In this meeting, the CAO received direction from our Council representatives with regard to the proposed changes.

Most of the changes submitted by the attorneys for the PPRTA improved the drafting and made the document easier to read and to understand. However, the CAO was asked by Council members who

serve on the PPRTA board and by public works staff to negotiate a few changes discussed below. The City's requested changes discussed below were accommodated by the PPRTA attorneys.

In 5.1.A [Capital Projects-Annual Designation of Capital Projects and Appropriation of Funds] the CAO was asked to more clearly describe the budget process in actual use by the PPRTA board. This process would generally align with the City budget timeline. As previously drafted, the PPRTA budget could have begun completely off cycle from the City's budget calendar. The PPRTA attorneys were able to clarify the process with inclusion of language that stated the budget calendar would outline the deadlines for the budget cycle occurring between September and December of each year. This change is repeated in sections 5.2.A and 5.3.A of the IGA.

Also in 5.1.A, the proposed draft appeared to allow the PPRTA board to unilaterally adjust the budget after its adoption. The prior language allowed adjustment only if the City requested a change. The CAO was asked by Council members to propose language indicating the PPRTA board could adjust the budget with the concurrence of the City. The PPRTA attorneys made that requested change to the draft.

In 5.1.B [Costs] the PPRTA desired to make clear that costs for legal defense could be paid, if agreed by the parties, from the capital projects funds rather than from the PPRTA's limited administrative budget. After the changes were proposed, the CAO was concerned that the new language was not as clear as it was previously concerning indemnification. In response, the PPRTA's attorneys drafted clear language indicating that the City is not agreeing to indemnify the PPRTA. This realigned the language to the way it had previously been stated in this section but achieved the clarity the PPRTA sought with regard to the source of funds for legal defense if needed. This language is repeated in 5.2.B and 5.3.B of the IGA.

In 5.1.D [Contracting and Payment] the draft contained a new clause requiring that all contracts for capital projects be let in the name of the City and the PPRTA. Although acceptable for construction projects, this language was problematic for a handful of transit projects which were identified as capital projects but that involved replacement of equipment rather than construction. Due to the specialized nature of their procurement process for these transit items, the Transit Services Division requested that their specific vehicle and equipment procurement projects not be let in the name of the PPRTA. After negotiation, the PPRTA attorneys were willing to draft a carve out provision that excluded the transit equipment projects from that contract requirement. This language was in alignment with section 5.3.D concerning City sponsored transit activities.

5.4.C [Monthly Statements] the draft IGA struck specific time lines under which PPRTA staff would provide monthly statements when requested by the City. The previous requirement of within 20 days was replaced by language that stated "within a reasonable time of the request." Because a reasonable period of time is a subjective concept, the CAO was asked to identify clear timelines or to at least return to the previous language. The PPRTA attorneys agreed to clarify that a reasonable time would not exceed thirty (30) calendar days from the date of the request. This language accommodated the practical requirements for producing the statements.

6.1.5 [General terms and conditions] In each reference to City Council, the draft IGA had deleted "Colorado Springs." The CAO was asked to return the language to the prior form which identified City Council as "the Colorado Springs City Council." The PPRTA's attorneys revised that language as requested.

Financial Implications:

N/A

Board/Commission Recommendation:

N/A

Stakeholder Process:

N/A

Alternatives:

Disapprove the draft IGA.

Proposed Motion:

At the next regular meeting, adopt a resolution approving the IGA with the PPRTA and authorizing its execution.

N/A