

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: September 1, 2015

SUBJECT: AUTHORIZE THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT WITH THE CONTRA COSTA TRANSPORTATION AUTHORITY TO FUND THE MONUMENT NEIGHBORHOOD SHUTTLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH MONUMENT IMPACT TO DEFINE PROJECT RESPONSIBILITIES

Report in Brief

In March 2012, the City of Concord and the Monument Community Partnership/Chavez Center (now Monument Impact) submitted a joint grant application to the Metropolitan Transportation Commission under the Lifeline Transportation Program to fund a three-year “Monument Neighborhood Shuttle.” The grant application was approved in June 2012 for \$311,704 in federal funds.

The federal funds that were approved for this project have been exchanged for Regional Measure J funds to be provided by the Contra Costa Transportation Authority (CCTA). As part of Measure J funding, the City of Concord is required to enter into a cooperative agreement with CCTA to allow the project to receive Measure J funds. Furthermore, the City should execute a memorandum of understanding with Monument Impact to define project responsibilities as the project moves forward.

Staff recommends that the City Council authorize the Mayor to execute the Cooperative Agreement with the Contra Costa Transportation Authority to fund the Monument Neighborhood Shuttle, and authorize the City Manager to execute the Memorandum of Understanding with Monument Impact to define project responsibilities.

Background

In March 2012, the City of Concord and the Monument Community Partnership/Chavez Center (now Monument Impact) submitted a joint grant application to the Metropolitan Transportation Commission (MTC) under the Lifeline Transportation Program (LTP) to fund a three-year “Monument Neighborhood Shuttle” project. A copy of the application is included as part of **Attachment 1**. The City was awarded \$311,704 from MTC to fund this project.

The purpose of the LTP program was to fund projects that resulted in improved mobility for low-income residents of “Communities of Concern” in Contra Costa County and other counties in the San Francisco Bay Area. Communities of Concern have been identified by MTC as neighborhoods having at least 30% of the households living at or below twice the federal poverty level, or 70% or more of the persons in the

**AUTHORIZE THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT
WITH THE CONTRA COSTA TRANSPORTATION AUTHORITY TO FUND THE
MONUMENT NEIGHBORHOOD SHUTTLE, AND AUTHORIZE THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH
MONUMENT IMPACT TO DEFINE PROJECT RESPONSIBILITIES**

September 1, 2015

Page 2

households being of minority descent. The Monument Corridor has been specifically identified by MTC as a Community of Concern.

The Monument Corridor is one of the most densely populated neighborhoods in Contra Costa County, and also ranks as one of the most ethnically diverse. Sixty-three percent (63%) of the population in the Monument Corridor is below the federal poverty line. A lack of transportation services continues to be one of this neighborhood's key issues. Since 18% of the households in this neighborhood do not own a vehicle, creating alternative transportation options is critical to the full utilization of vital community services. In comparison, the county average is 6% of households that do not own a vehicle. In addition, a significant number of residents in the Monument Corridor are aging in place and unable to drive, but yet live too far from a bus stop to be able to use transit.

A shuttle service was identified as a top transportation priority for the Monument Corridor in the 2006 Monument Corridor Community-Based Transportation Plan (CBTP). Previous studies, along with the CBTP, identified the following transportation gaps for residents of the Monument Corridor: infrequent bus service; inconvenient transfers; high transit fares; lack of access to medical facilities, nutritious food stores and other shopping amenities; and insufficient access to BART and employment centers.

Monument Impact regularly receives requests for assistance from area residents who are unable to access jobs in the I-680 corridor because of limited availability of direct transit service. This is especially true for very low-income residents and those without vehicles. There continue to be residents who need low cost, direct service to BART and employment centers, residents who remain homebound because they are unable to afford transit fares, and many who defer medical appointments because they are unable to take off enough time from work to spend a half-day in transit for a visit to the County Regional Medical Center. There is also no direct bus access to medical facilities in the area, which makes it difficult for low-income families with children to access these services.

Discussion

In 2007, a shuttle service in the Monument Corridor was launched through County Connection Route 8, but ended in 2009 with the expiration of a 3-year funding period for the project. The new proposed shuttle program will build off of the lessons learned from County Connection Route 8 shuttle service, and will address needs that were not met the first time due to various service limitations. Compared to the previous shuttle service, this new program's operations will better address the needs of the community in the following ways:

- Free of charge.
- Direct service to priority destinations to cut down transit times.
- Service for employed workers during off-peak hours.
- Hours of operation to fit the needs of the residents, including weekends.
- Schedule and routes will be based upon the needs of the residents, not the operator's established routes. For example, routes will be flexible in comparison to County Connection's fixed routes.

**AUTHORIZE THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT
WITH THE CONTRA COSTA TRANSPORTATION AUTHORITY TO FUND THE
MONUMENT NEIGHBORHOOD SHUTTLE, AND AUTHORIZE THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH
MONUMENT IMPACT TO DEFINE PROJECT RESPONSIBILITIES**

September 1, 2015

Page 3

- Service will be operated upon demand and overseen by a project oversight group, so that it can be responsive and nimble to better fit the needs of the neighborhood.

The Monument Neighborhood Shuttle will be operated by a qualified contractor with experience in providing this type of service. The operator will be hired by Monument Impact in coordination with the City of Concord and the project oversight group (discussed further in this section). The shuttle service will be provided for a period of three years or until funding ends. Monument Impact will be responsible for day-to-day oversight and administration of the project. The shuttle service will provide direct transportation from high density residential areas of the Monument Corridor to the downtown Concord BART station, major employment centers on Willow Pass Road and other major corridors, La Clinica, John Muir Medical Center, the County Regional Medical Center, bus stops, as well as the Concord Senior Center and other social service agencies in the area that have been identified by the community.

Additionally, the shuttle will provide direct service to major shopping destinations in and near the Monument Corridor, including the 1500 Monument Shopping Center, Park & Shop retail center, and Sunvalley Shopping Center. The shuttle service will particularly benefit low-income workers, seniors, the disabled, and residents without vehicles, although it will be available to all residents in the service area. The shuttle may operate 12+ hours a day on weekdays and during certain hours on weekends. The exact days and hours of operation will be addressed at a later time by the project oversight group.

The service area for the shuttle, as specified in the LTP funding application, is shown in **Figure 1** at the end of this report. The service area is roughly a triangular area bounded by State Route 242 to the northwest, Galindo Street to the northeast, the BART line to the east and south, and Bancroft Road and the Walnut Creek Channel to the southwest. This service area was designed to capture transportation needs for a larger population of seniors and people with disabilities living in the greater Monument Corridor area. The shuttle service will be limited to residents located inside the service area. Residents in this area will reserve service in advance of their trip by phone or online. Residents located outside of the service area are not eligible to use the shuttle service.

The shuttle service will be subsidized with Measure J funds so that it can be free to all residents living in the project service area. In addition, the City of Concord will provide nominal in-kind contribution in the form of staff time to assist Monument Impact with project oversight. The proposed cooperative agreement with CCTA will provide a total of \$471,841 in Measure J funds to sustain the shuttle service for approximately three years. At the conclusion of this time period, project life could be extended if additional Measure J funds or other funding sources become available.

Monument Impact and City staff will work together from the onset to create a project oversight group from within the Monument community and other stakeholders to help guide the project through the planning and implementation process. The project oversight group will refine the project scope and devise a plan for community outreach, marketing, service contracting, advertising, kickoff event, etc.

**AUTHORIZE THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT
WITH THE CONTRA COSTA TRANSPORTATION AUTHORITY TO FUND THE
MONUMENT NEIGHBORHOOD SHUTTLE, AND AUTHORIZE THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH
MONUMENT IMPACT TO DEFINE PROJECT RESPONSIBILITIES**

September 1, 2015

Page 4

Cooperative Agreement

In 2012, the U.S. Congress passed the Moving Ahead for Progress in the 21st Century Act (MAP-21) changing the rules on federal project funding and making the City of Concord ineligible to receive a significant portion of the federal funds that had been approved for the shuttle project. Subsequently, the remaining LTP funds allocated for this project and other transit projects in the San Francisco Bay Area lapsed as well, as the U.S. Department of Labor (DOL) refused to certify MTC's LTP grants before the obligation deadline due to California Public Employee Pension Reform Act (PEPRA) issues. As a result, MTC proactively identified replacement funds for the Monument shuttle using State Transit Assistance (STA) funds in an attempt to save the project. Unfortunately, the City of Concord was not eligible to claim STA funds because it is not a transit agency.

In response to these funding challenges, MTC facilitated a multiple-party fund exchange whereby County Connection agreed to exchange Measure J funds (previously allocated to County Connection through TRANSPAC/CCTA) for STA funds from MTC. TRANSPAC and CCTA subsequently agreed to pass-through the Measure J funds made available from this fund exchange to the City of Concord for the shuttle project. This multi-jurisdictional cooperation made it possible to resolve the federal funding stalemate and establish a clear path forward.

As the project has evolved into a Measure J funded project (for a total of \$471,841), the City is required to enter into a cooperative agreement with CCTA to receive the Measure J funds to support the project. Accordingly, an agreement was recently drafted by CCTA and City staff and is presented in **Attachment 1** for Council consideration. The City Attorney and CCTA legal counsel have reviewed the agreement and provided input which has been fully incorporated. The agreement is scheduled for review by the CCTA Board on September 16, 2015 pending prior approval by the City Council. The shuttle project will be initiated following the full execution of the cooperative agreement.

Memorandum of Understanding

Monument Impact will be responsible for day-to-day oversight of the shuttle project including managing contracts with a qualified shuttle operator and other contractors/consultants. The City will be responsible for reviewing and paying invoices (on a monthly, bi-monthly or quarterly basis) from Monument Impact and the project operator/contractors/consultants, and seeking reimbursement from CCTA as specified in the cooperative agreement. Additionally, City staff will actively participate as members of the project oversight group and will monitor project performance on an annual basis.

A memorandum of understanding (MOU) was recently developed by the City and Monument Impact to define project responsibilities as noted above and update the original expenditure plan found in the LTP application to align it with the new Measure J funding plan. The MOU is included as **Exhibit D** of the CCTA cooperative agreement in **Attachment 1**.

**AUTHORIZE THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT
WITH THE CONTRA COSTA TRANSPORTATION AUTHORITY TO FUND THE
MONUMENT NEIGHBORHOOD SHUTTLE, AND AUTHORIZE THE CITY
MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH
MONUMENT IMPACT TO DEFINE PROJECT RESPONSIBILITIES**

September 1, 2015

Page 5

Monument Impact will select a qualified contractor to operate the shuttle service in coordination with the project oversight group. The shuttle operator and other project contractors/consultants will be required to carry adequate insurance policy to satisfy the indemnity requirements of the MOU and cooperative agreement.

Monument Impact will be responsible for managing the project starting with the expenditure estimates listed in the MOU while recognizing the need to work with the project oversight group to make periodic adjustments to the expenditure plan as the project progresses forward.

The City Attorney has reviewed the MOU and provided input which has been fully incorporated.

Fiscal Impact

The Monument Neighborhood Shuttle is included in the City's Capital Improvement Program (CIP) as Project No. 2279. The project has sufficient funds budgeted through Fiscal Year 2017-18 to cover the Measure J funding allocation of \$471,841. Additionally, nominal in-kind contribution in the form of staff time will be provided by the City and Monument Impact to administer the project. No other City funds (including general funds) will be used on this project.

Public Contact

Posting of the Council Agenda provides public notice. CCTA and Monument Impact have received notice of the meeting.

Recommendation for Action

Staff recommends that the City Council authorize the Mayor to execute the Cooperative Agreement with the Contra Costa Transportation Authority to fund the Monument Neighborhood Shuttle, and authorize the City Manager to execute the Memorandum of Understanding with Monument Impact to define project responsibilities.



Valerie J. Barone
City Manager
valerie.barone@cityofconcord.org

Prepared by: Ray Kuzbari
Transportation Manager
ray.kuzbari@cityofconcord.org

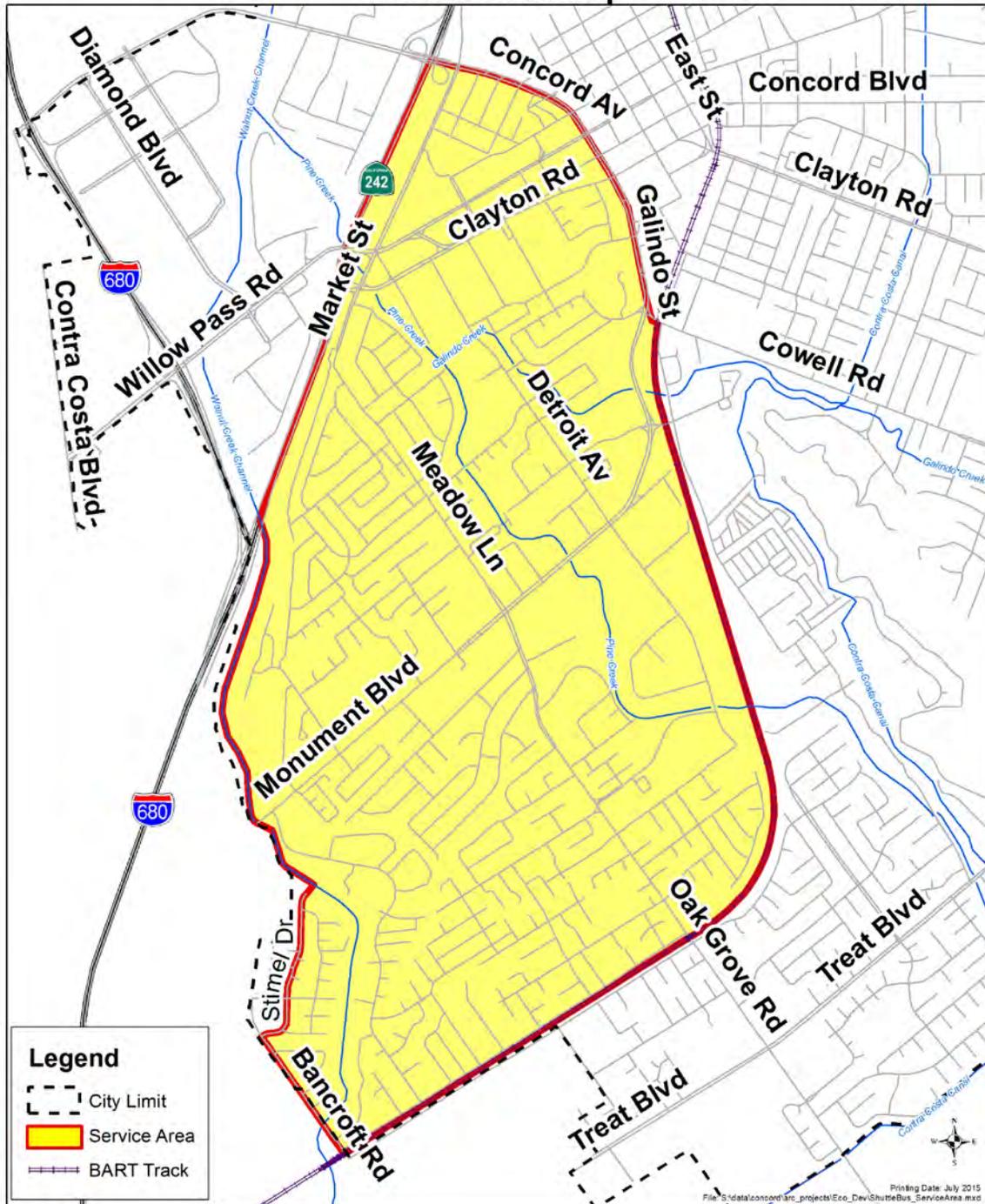
Reviewed by: Victoria Walker
Community & Economic Development Director
victoria.walker@cityofconcord.org

AUTHORIZE THE MAYOR TO EXECUTE THE COOPERATIVE AGREEMENT WITH THE CONTRA COSTA TRANSPORTATION AUTHORITY TO FUND THE MONUMENT NEIGHBORHOOD SHUTTLE, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH MONUMENT IMPACT TO DEFINE PROJECT RESPONSIBILITIES

September 1, 2015

Page 6

Figure 1
Monument Neighborhood Shuttle Service Area Map



Cooperative Agreement No. 19C.01

BETWEEN

THE CONTRA COSTA TRANSPORTATION AUTHORITY AND CITY OF CONCORD

This **AGREEMENT** is made and entered into on _____, 2015 by and between the **CITY OF CONCORD**, hereinafter referred to as “**CONCORD**” and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as “**AUTHORITY**”, collectively, “the parties”.

RECITALS

1. **AUTHORITY** and **CONCORD** pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as “**MEASURE J**”, approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative **AGREEMENT** to define a framework to enable the two parties to work cooperatively in developing transportation improvements using **MEASURE J** Program funds.
2. **CONCORD** desires to fund a shuttle bus that will be operated and administered by **MONUMENT IMPACT**, a non-profit organization dedicated to helping build healthier, more successful lives in the underserved Monument Community of **CONCORD** in **CONTRA COSTA COUNTY**, with **CONCORD** oversight, that support the purposes and objectives of the Metropolitan Transportation Commission’s Lifeline Transportation Program. Exhibit A to this **AGREEMENT** describes the proposed scope of work, hereinafter referred to as “**PROJECT**”.
3. **PROJECT** is eligible for funding under the Measure J Central County Sub-regional Additional Bus Transit Enhancements (Program 19a) and Central County Sub-regional Additional Transportation for Seniors and People with Disabilities (Program 20a) funding categories in **MEASURE J**.
4. **AUTHORITY** has previously authorized and plans to authorize additional specific funding amounts in one or more resolutions for purposes of accomplishing **PROJECT**, pursuant to specific request(s) for appropriation of funds by **TRANSPAC**. Each funding appropriation resolution may set forth additional conditions, if any, purpose, and timing for release of identified funds to **CONCORD** for **PROJECT**. A chronological listing of Measure J fund

appropriation resolutions will be included in and made a part of Exhibit B (attached), which is hereby incorporated into this **AGREEMENT** and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current overall financial plan for **PROJECT**.

NOW, THEREFORE, in consideration of the foregoing, **AUTHORITY** and **CONCORD** do hereby agree as follows:

SECTION I

CONCORD AGREES:

1. To submit the initial request for appropriation of funds to **AUTHORITY** for specific components of **PROJECT** detailing the project scope, schedule and proposed funding plan at least 60 days before the funds are needed.
2. To apply any funds received under this **AGREEMENT** to **PROJECT** consistent with the terms and conditions specified in the funding appropriation resolution approved by **AUTHORITY**.
3. To allow **AUTHORITY** to audit all expenditures relating to **PROJECT** funded through this **AGREEMENT**. For the duration of **PROJECT**, and for four (4) years following completion of **PROJECT**, or earlier discharge of this **AGREEMENT**, **CONCORD** will make available to **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
4. To submit invoices to **AUTHORITY** on a monthly, bi-monthly or quarterly basis and provide progress reports consistent with Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all eligible expenses for which future reimbursement will be requested.
5. To prepare a report on an annual basis within ninety (90) days of the last day of **AUTHORITY**'s fiscal year that itemizes (a) the expenditure of all funds for **PROJECT**, and (b) progress to date in its implementation.
6. To comply with **AUTHORITY**'s policies on the management of Measure J Projects (Resolutions 08-13-P & 08-05-A) and all other applicable policies that **AUTHORITY** may adopt in the future, which are available in the most recent version of **AUTHORITY**'s Strategic Plan or on its website.
7. To provide oversight of evaluation of prospective consultants and contractors retained by **MONUMENT IMPACT** in the manner specified in the Memorandum of Understanding

between **CONCORD** and **MONUMENT IMPACT**, hereinafter referred to as “**MOU**”, in Exhibit D (attached), and subsequent award of work consistent with this **AGREEMENT** and any appropriation resolutions.

8. To provide, upon request, copies to **AUTHORITY** of all executed contracts and other **PROJECT** documents between **MONUMENT IMPACT** and consultants, contractors and others, involved in **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of this **AGREEMENT**.
9. To provide oversight of **PROJECT** financing and management of consultant and contractor activities provided by **MONUMENT IMPACT** as specified in **MOU**, including oversight of schedule, budget and services, consistent with the scope of any appropriation resolution.

SECTION II

AUTHORITY AGREES:

1. In response to a request from **CONCORD** for appropriation of funds, provided notice of cancellation or termination of this **AGREEMENT** pursuant to Section III, paragraph 2 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of **AUTHORITY**'s Measure J Strategic Plan then in effect to finance specific work components for **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by **CONCORD** pursuant to this **AGREEMENT**. Such resolutions will be incorporated into Exhibit B (attached), and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to **CONCORD** to address anticipated cash flow needs.
2. To pay invoices submitted to **AUTHORITY** by **CONCORD** to reimburse **CONCORD** for **PROJECT** expenses submitted to **CONCORD** by **MONUMENT IMPACT** as specified in **MOU**, and to transfer funds to **CONCORD** for the purposes described in the relevant resolution subject to **CONCORD** compliance with, and in the manner specified in Exhibit C (attached).
3. To provide timely notice if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. **Term:** This **AGREEMENT** will remain in effect until discharged or terminated as provided in Paragraph 2 below or elsewhere in this Agreement.

2. **Termination:** This **AGREEMENT** shall be subject to termination as follows:
- a. Either party may terminate this **AGREEMENT** at any time for a cause that is not specified in this **AGREEMENT** and that adversely affects the ability of the parties to cooperatively implement **PROJECT** by giving written notice of termination to the other party. Such notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least 90 days before the effective date of such termination. In the event either party is reasonably capable of curing the cause cited in the notice of termination, that party shall have 30 days from the date of the notice to initiate steps to cure. If that party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the party that gave notice to terminate.
 - b. This **AGREEMENT** may be terminated by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the non-breaching party. Upon termination, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 2(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual written consent of both parties, this **AGREEMENT** may be terminated at any time, including upon expenditure of all appropriated **PROJECT** funds.
3. **Indemnity:** To the fullest extent permitted by law, **CONCORD** shall defend, indemnify and hold **AUTHORITY**, its officers, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of **CONCORD**, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of **PROJECT** or this **AGREEMENT**, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. **CONCORD's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **AUTHORITY**. Notwithstanding the foregoing, **CONCORD** shall not be obligated to indemnify **AUTHORITY** for **AUTHORITY's** own active negligence or willful misconduct.

4. **Notices:** Any notice which may be required under this **AGREEMENT** shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Contra Costa Transportation Authority

Peter Engel, Program Manager

2999 Oak Road, Suite 100

Walnut Creek CA 94597

City of Concord

Ray Kuzbari, Transportation Manager

1950 Parkside Drive

Concord, CA 94519

5. **Additional Acts and Documents:** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this **AGREEMENT**.
6. **Integration:** This **AGREEMENT** represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
7. **Amendment:** This **AGREEMENT** may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this **AGREEMENT** shall be void and of no effect.
8. **Independent Agency:** **AUTHORITY** renders its services under this **AGREEMENT** as an independent agency. None of **AUTHORITY**'s agents or employees shall be agents or employees of **CONCORD**. **CONCORD** renders its services under this **AGREEMENT** as an independent agency. None of **CONCORD**'s agents or employees shall be agents or employees of **AUTHORITY**.
9. **Assignment:** This **AGREEMENT** may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
10. **Binding on Successors, Etc.:** This **AGREEMENT** shall be binding upon the successor(s), assignee(s) or transferee(s) of **AUTHORITY** or **CONCORD**, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this **AGREEMENT** other than as provided above.

11. **Severability:** Should any part of this **AGREEMENT** be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this **AGREEMENT** which shall continue in full force and effect; provided that, the remainder of this **AGREEMENT** can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
12. **Counterparts:** This **AGREEMENT** may be executed in counterparts.
13. **Survival:** The following provisions in this **AGREEMENT** shall survive discharge or termination of the **AGREEMENT**.
 - a. As to **CONCORD**:
 - i) Section I, paragraph 2 (obligation to apply funds to **PROJECT**)
 - ii) Section 1, paragraph 3 (obligation to allow audit and retain records)
 - iii) Section I, paragraph 5 (for the year in which discharge or termination occurs only, to prepare an annual report to **AUTHORITY**)
 - iv) Section I, paragraph 8 (obligation to provide copies)
 - v) Section I, paragraph 9 (obligation to continue to provide oversight of **PROJECT**)
 - b. As to **AUTHORITY**:
 - i) Section II, paragraph 2 (obligation to provide funds for work completed prior to termination without cause)
 - ii) Section II, paragraph 3 (obligation to provide notice of audit)
 - c. As to both parties:
 - i) Section III, paragraph 2b (rights that survive termination)
 - ii) Section III, paragraph 3 (indemnity obligations)
14. **Limitation:** All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by MEASURE J. If for any reason **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, **AUTHORITY** shall promptly notify **CONCORD**, and the parties shall consult on a course of action. If,

after 25 working days, a course of action is not agreed upon by the parties, this **AGREEMENT** shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of **AUTHORITY** to expend sales tax proceeds for the purposes of this **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of **AUTHORITY** under all outstanding contracts, agreements to other obligations of **AUTHORITY**, of funds for such purposes.

CITY OF CONCORD

**CONTRA COSTA
TRANSPORTATION
AUTHORITY**

By: _____
Tim Grayson, Mayor

By: _____
Julie Pierce, Chair

ATTEST

ATTEST

By: _____
**Joelle Fockler
City Clerk**

By: _____
**Randell H. Iwasaki
Executive Director**

APPROVED as to form:

APPROVED as to form:

By: _____
**Mark Coon
City Attorney**

By: _____
**Malathy Subramanian
Legal Counsel**

COOPERATIVE AGREEMENT NO. 19C.01

Between
The Contra Costa Transportation Authority
and the City of Concord

EXHIBIT A

DESCRIPTION OF THE PROJECT

The proposed neighborhood shuttle service emerged as a top priority in the Monument Corridor Community Based Transportation Plan (CBTP) that was developed in 2006. The shuttle service will be operated by a small business through Monument Impact, in partnership with the City of Concord, as part of a community service, employment opportunity, and training program. The shuttle will provide direct transportation throughout the Monument Corridor to priority destinations before exiting the neighborhood and traveling to designated sites including BART, major employment centers, appropriate bus stops, medical facilities, Concord Senior Center, social service agencies and major shopping centers. This service is designed for low-income employed workers, seniors, persons with disabilities, and residents without vehicles in particular.

This project supports the objectives of Measure J Central County Sub-regional Additional Bus Transit Enhancements (Program 19a) and Central County Sub-regional Additional Transportation for Seniors and People with Disabilities (Program 20a), and is eligible for funding under these programs.

COOPERATIVE AGREEMENT NO. 19C.01

Between
The Contra Costa Transportation Authority
and the City of Concord

EXHIBIT B

CHRONOLOGICAL LISTING OF MEASURE J FUND APPROPRIATION RESOLUTIONS

<i>Project Number</i>	<i>Resolution Number</i>	<i>Date</i>	<i>Funds Appropriated (Program)</i>	<i>Cumulative Total</i>
	13-21-G	June 19, 2013	\$85,111 (19a)	\$85,111
	13-34-G	July 17, 2013	\$160,138 (20a)	\$245,249
	14-25-G	June 18, 2014	\$64,944 (19a)	\$310,193
	15-32-G	June 17, 2015	\$161,648 (19a)	\$471,841
			<i>Total Funds Appropriated</i>	\$471,841

COOPERATIVE AGREEMENT NO. 19C.01

Between
The Contra Costa Transportation Authority
and the City of Concord

EXHIBIT C

INVOICING PROCEDURES

- I. **PROCEDURE FOR INVOICES PREPARED BY CONCORD FOR SUBMITTAL TO AUTHORITY:**
1. **CONCORD** shall prepare and submit invoices to **AUTHORITY** on a monthly, bi-monthly or quarterly basis (January-March, April-June, etc.). Quarterly invoices must be submitted within 20 calendar days of **AUTHORITY**'s close of each quarter;
 2. Each invoice shall include a cover letter signed by **CONCORD**'s authorized representative that includes the following:
 - 2.1. Reference to this **AGREEMENT**, including Cooperative Agreement number;
 - 2.2. A sequential billing number (1, 2, 3 ...etc.);
 - 2.3. The monthly, bi-monthly or quarterly period for which the invoice applies;
 - 2.4. A summary of consultant/contractor costs incurred for which **CONCORD** is seeking reimbursement;
 - 2.5. Expenditure Summary Report as shown in Table C-1 and described in paragraph 3 below;
 - 2.6. A listing of attachments; and
 - 2.7. Contact person and information.

3. EXPENDITURE SUMMARY REPORT

The invoice shall include an Expenditure Summary Report as shown in Table C-1, including the following:

- 3.1. Funding Sources
- 3.2. Total Budget by Funding Source
- 3.3. Revised Budget
- 3.4. Total Previous Expenditures
- 3.5. Total Expenditures This Period (Staff, if authorized)
- 3.6. Total Expenditures This Period (Consultant/Contractor)
- 3.7. Total Expenditures This Period
- 3.8. Total Measure J Expenditures to Date (including this invoice)
- 3.9. Budget Remaining

II. PROCEDURE FOR INVOICES PREPARED BY CONSULTANT/CONTRACTOR FOR SUBMITTAL TO CONCORD VIA MONUMENT IMPACT:

CONCORD shall be responsible for reviewing consultant/contractor invoices with **MONUMENT IMPACT** as specified in **MOU** and assuring that said invoices are appropriate and prepared in accordance with **AUTHORITY**'s consultant/contractor invoicing procedure, as set forth below.

1. GENERAL REQUIREMENTS

- 1.1. Consultant/contractor shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted within 30 calendar days after months' end to the Project Administrator.
- 1.2. The invoice must be accompanied by the following:
 - 1.2.1. A transmittal letter, stating the period covered and briefly highlighting overall project status and any significant scope, schedule or budget issues.

- 1.2.2. Monthly Progress Report.
- 1.2.3. Budget Status Summary by task (see Section 4 below)

1.3. The transmittal letter must include:

- 1.3.1. Project name.
- 1.3.2. Agreement or contract number.
- 1.3.3. Consultants' internal invoice number.
- 1.3.4. Calendar period covered by invoice.
- 1.3.5. Invoice No.
- 1.3.6. The following certification signed by an officer of the firm:

“We hereby certify that the funds requested by **CONCORD** are to reimburse **CONCORD** for project costs already incurred and have not been included in a previous invoice request and that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____”

1.4. Each invoice shall bear the following identification:

- 1.4.1. Contract number.
- 1.4.2. The sequential billing number under the Agreement with **CONCORD** (1, 2, 3 ...etc.).
- 1.4.3. Consultants' internal invoice number.
- 1.4.4. Date of invoice.
- 1.4.5. Calendar period covered by invoice.

- 1.5. The Monthly Progress Report must describe work completed, by task, during the period covered by the invoice.
- 1.6. The Budget Status Summary must include the items described in Subsection 4, below, by task and for the total budget.

2. LABOR COSTS

Labor Costs shall be shown on the invoice in the following manner:

- 2.1. Employee name and position.
- 2.2. Hourly rate paid.
- 2.3. Number of hours worked.
- 2.4. Total amount paid to employee.
- 2.5. Sum of all amounts paid to all employees.

3. DIRECT COSTS

Direct Costs are those costs directly identifiable with the performance of the specific work of AGREEMENT which are not included in the Salary Costs. Costs not identified as Direct Costs will not be reimbursed. Direct Costs should be invoiced as follows:

- 3.1. For items such as sub-consultants chargeable under the Agreement at the actual cost invoiced to consultant (usually furnished by a third party), show and provide the following:
 - 3.1.1. Description of item.
 - 3.1.2. Name of provider of item.
 - 3.1.3. Amount being charged for each item.
 - 3.1.4. A copy of the invoice for an item or a single month's billing of \$500 or more.
 - 3.1.5. Sum of all charges for "at invoiced cost" items.

- 3.2. Apply the handling fee, not to exceed five percent (5%), to the result obtained in item. The results are the Total Direct Costs.

SAMPLE INVOICE COVER LETTER FROM SPONSOR

[Jurisdiction Logo, if desired]

Monument Neighborhood Shuttle – Measure J Programs 19a and 20a

Invoice Date: July 24, 2016

Contract number: [Contract number]
Sequential Billing No: 1234-5
Consultant Invoice Number: 67-8910
Period Covered: June 1–June 30, 2016

Peter Engel, Program Manager
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

Dear Mr. Engel:

Submitted herewith is our invoice for the third quarter (January–March) of Fiscal Year 2010–11 for work on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices.

If you have any further questions, please contact [name of contact or signatory] at (xxx) xxx-xxx or name@ci.cityname.ca.us.

[Signatory]

Attachments:

Expenditure Summary Report
Consultant/Contractor Invoices

**TABLE C-1
EXPENDITURE SUMMARY REPORT**

Invoice Number: 1234-5
Billing Period: June 1-June 30, 2016

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
<i>Funding Source</i>	<i>Total Budget</i>	<i>Revised Budget</i>	<i>Previous Expenditures</i>	<i>Expenditures This Period (Staff)</i>	<i>Expenditures This Period (Consultant/ Contractor)</i>	<i>Total Expenditures This Period</i>	<i>Total Expenditures</i>	<i>Budget Remaining</i>
Measure J 19a/20a	\$471,841	\$471,841	\$74,841		\$15,000	\$15,000	\$89,841	\$382,000
TOTALS	\$471,841	\$471,841	\$74,841		\$15,000	\$15,000	\$89,841	\$382,000

**SAMPLE TRANSMITTAL LETTER FOR
CONSULTANT/CONTRACTOR**

Monument Neighborhood Shuttle – Measure J Programs 19a and 20a

Invoice Date: February 4, 2012

Project Name: Monument Neighborhood Shuttle
Contract Number: xxx.xx.xx
Internal Invoice Number 123-45
Sequential Billing No: 67-8910
Calendar Period Covered: January 1-January 31, 2012
Invoice No.: 4

Mike Van Hofwegen
Executive Director
Monument Impact
1760 Clayton Road
Concord, CA 94520

Dear Mr. Van Hofwegen:

Submitted herewith is our invoice for work completed during [period work completed] on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices. During the period covered by this invoice, we completed work on Tasks 2 and 3. Work on the project is proceeding as scheduled with no budget or schedule issues.

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
Title _____
Date _____

Attachments:

Monthly Progress Report
Budget Summary Report

Sample Consultant/Contractor Invoice

Date of invoice: *June 5, 2012*
 Period covered: *May 1–May 28, 2012*
 Project: *[project name]*
 Agreement No: *XXX*
 Invoice number: *3*
 Internal invoice number: *1003960*

Task 1:		Project Management			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	7.5	90.00	675.00	
Barone, Toni	Project Engineer	16.5	54.00	891.00	
	Total	24			1,566.00
	Overhead		1.6936		2,652.18
	Total (direct + overhead)				4,218.18
	Fee		0.1000		421.82
	Total Labor				4,640.00
Task 2:		PDT Meetings			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	3	90.00	270.00	
Barone, Toni	Project Engineer	6	54.00	324.00	
Cheung, Sandra	Engineer II	4	39.50	158.00	
	Total direct labor	13			752.00
	Overhead / FAR multiplier		1.6936		1,273.59
	Total (direct + overhead)				2,025.59
	Fee		0.1000		202.56
	Total Labor				2,228.15
Task N:		[task name]			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	12	90.00	1,080.00	
Barone, Toni	Project Engineer	29	54.00	1,566.00	
Cheung, Sandra	Engineer II	37.5	39.50	1,481.25	
	Total direct labor	78.5			4,127.25
	Overhead / FAR multiplier		1.6936		6,989.91
	Total (direct + overhead)				11,117.16
	Fee		0.1000		1,111.72
	Total Labor				12,228.88

Reimbursable Expenses

Employee/Vendor	Expense	Date	Amount	Total
Smith, John	Parking	14-May-12	14.00	
Barone, Toni	Vehicle travel	14-May-12	22.50	
Blueprints and More	Reproduction	7-May-12	1,250.00	
	Total			1,286.50

Subconsultants

Firm		Amount	Total
ABC Associates		15,500.00	
XYZ, Inc.		9,750.00	
	Total		25,250.00
	Fee @	0.03	757.50
	Total		26,007.50

GRAND TOTAL

Labor		19,097.02
Reimbursable Expenses		1,286.50
Subconsultants		26,007.50
Total This Invoice		46,391.02

Sample Budget Status Summary

Invoice Number: 1234-5

Billing Period: June 1-June 30, 2010

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
<i>Work Tasks</i>	<i>Amount Budgeted</i>	<i>Previously Invoiced Amount</i>	<i>Current Invoiced Amount</i>	<i>Total Invoiced to Date</i>	<i>Balance Remaining</i>	<i>Percent Expended</i>
Task 1	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	\$0.00	100%
Task 2	\$36,300.00	\$35,425.00	\$0.00	\$35,425.00	\$875.00	98%
Task 3	\$57,150.00	\$47,800.00	\$3,650.00	\$51,450.00	\$5,700.00	90%
Task 4	\$48,550.00	\$23,500.00	\$3,650.00	\$27,150.00	\$21,400.00	56%
Task 5	\$33,100.00	\$19,750.00	\$0.00	\$19,750.00	\$13,350.00	60%
Task 6	\$26,500.00	\$8,525.00	\$0.00	\$8,525.00	\$17,975.00	32%
Task 7	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0%
Task 8	\$21,200.00	\$0.00	\$0.00	\$0.00	\$21,200.00	0%
Direct Costs	\$10,500.00	\$3,750.00	\$0.00	\$3,750.00	\$6,750.00	36%
Total	\$250,000.00	\$150,250.00	\$7,300.00	\$157,550.00	\$92,450.00	63%

COOPERATIVE AGREEMENT NO. 19C.01

**Between
the Contra Costa Transportation Authority
and the City of Concord**

EXHIBIT D

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY
OF CONCORD AND MONUMENT IMPACT**

Memorandum of Understanding Monument Neighborhood Shuttle

This Memorandum of Understanding (“**MOU**”) is hereby made between **CITY OF CONCORD**, hereinafter referred to as “**CONCORD**”, and **MONUMENT IMPACT**, a non-profit organization dedicated to helping build healthier, more successful lives in the underserved Monument Community of **CONCORD**. The above entities shall be collectively referred to as the “**Parties**”, and referred to individually as a “**Party**”.

The Parties to this **MOU** have collectively submitted and received a grant award for federal funds to operate a three-year Monument Neighborhood Shuttle, hereinafter referred to as “**PROJECT**”, offering free transportation services to members of the Monument Corridor Community residing in the service area as specified in the **PROJECT** Application, hereinafter referred to as “**APPLICATION**”, set forth in **Attachment B** to this **MOU**. Said federal funds have subsequently been exchanged for Measure J Line 19a and Line 20a funds awarded to **CONCORD** by **CONTRA COSTA TRANSPORTATION AUTHORITY**, hereinafter referred to as “**CCTA**”, for a total of \$471,841.

APPLICATION along with the **Updated Implementation Plan** in this **MOU** shall serve as **PROJECT** Guide for planning and implementation of **PROJECT**. **PROJECT** shall provide shuttle service for three calendar years from the inception of such service or until funding ends.

CONCORD shall have the following responsibilities:

1. **CONCORD** shall assist with the formation of the **PROJECT Oversight Group** for **PROJECT** planning and implementation.
2. **CONCORD** shall actively participate as Member of the **PROJECT Oversight Group**.
3. **CONCORD** shall provide general oversight of **PROJECT**.
4. **CONCORD** shall provide matching in-kind contributions in the form of staff time, as specified in **APPLICATION**.

5. **CONCORD** shall review **PROJECT** performance measures and targets obtained annually from **MONUMENT IMPACT**, as specified in **APPLICATION**.
6. **CONCORD** shall review **PROJECT** invoices submitted monthly or bi-monthly by **MONUMENT IMPACT** and **PROJECT** Operator/Contractors via **MONUMENT IMPACT**, and shall pay approved invoices directly to **MONUMENT IMPACT** or, in the case of operator or contractor payments, directly to **PROJECT** Operator/Contractors within 30 days of receipt.
7. **CONCORD** shall seek reimbursement from **CCTA** for **PROJECT** expenses paid to **MONUMENT IMPACT** or **PROJECT** Operator/Contractors.
8. **CONCORD** shall monitor and periodically update **MONUMENT IMPACT** on the remaining balance of the **PROJECT's** Measure J account at **CCTA**.
9. **CONCORD** shall give **MONUMENT IMPACT** six months' notice prior to the projected ending of Measure J **PROJECT** funding, and a 30-day notice prior to the end of Measure J funding of **PROJECT**.

MONUMENT IMPACT shall have the responsibilities specified in **APPLICATION** and the **Updated Implementation Plan**, including, but not limited to:

1. **MONUMENT IMPACT** shall be responsible for administration, coordination, management and day-to-day oversight of **PROJECT**.
2. **MONUMENT IMPACT** shall be responsible for creating the **PROJECT Oversight Group** for **PROJECT** planning and implementation, in coordination with **CONCORD**.
3. **MONUMENT IMPACT** shall be responsible for implementing **PROJECT** scope as specified in **APPLICATION** and the **Updated Implementation Plan**, and subsequently refined by the **PROJECT Oversight Group**.
4. **MONUMENT IMPACT** shall be responsible for administering the schedule for **PROJECT** planning and implementation as determined by the **PROJECT Oversight Group**.
5. **MONUMENT IMPACT** shall be responsible for the identification and selection of **PROJECT** Operator/Contractors and administering their work.
6. **MONUMENT IMPACT** shall be responsible for adhering to **PROJECT** description, goals, community needs and service area, as specified in **APPLICATION** and the **Updated Implementation Plan**.

7. **MONUMENT IMPACT** shall be responsible for creating and implementing Milestones, service parameters, and equitable service, as specified in **APPLICATION** and the **Updated Implementation Plan**.
8. **MONUMENT IMPACT** shall continually monitor service quality.
9. **MONUMENT IMPACT** shall review monthly or bi-monthly invoices from **PROJECT** Operator/Contractors and forward the invoices to **CONCORD** for final review and payment.
10. **MONUMENT IMPACT** shall track and annually provide **PROJECT** performance measures and targets to **CONCORD**, as specified in **APPLICATION**.
11. **MONUMENT IMPACT** shall provide in-kind contributions in the form of management staff time, as specified in the **Updated Implementation Plan**.

INDEMNITY

To the fullest extent permitted by law, **MONUMENT IMPACT** shall defend, indemnify and hold harmless **CONCORD**, its officers, employees, agents and authorized volunteers from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any actual or alleged negligent or wrongful acts, errors or omissions, or willful misconduct of **MONUMENT IMPACT**, its officials, officers, employees, subcontractors, consultants or agents arising out of or related to the performance of **PROJECT**, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. **MONUMENT IMPACT**'s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by **CONCORD**. Moreover, these obligations shall remain in full force and effect after the cessation of the **PROJECT**, as respects Claims relating to the **PROJECT**. Notwithstanding the foregoing, **MONUMENT IMPACT** shall not be obligated to indemnify **CONCORD** for **CONCORD**'s own sole or active negligence or willful misconduct.

INSURANCE

PROJECT Operator/Contractors shall, at their own expense, procure and maintain in full force at all times during the term of this **MOU** the following insurance:

a. Commercial General Liability Coverage with limits of no less than one million dollars (\$1,000,000) single limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

b. Automobile liability insurance covering all vehicles used in the performance of **PROJECT** providing coverage of no less than one million dollar (\$1,000,000) single limit per occurrence and two million dollars (\$2,000,000) aggregate limit for bodily injury, personal injury, and property damage.

c. **CONCORD**, its officers, agents, employees, and volunteers are to be named as an additional insured as respects the insurance policies described above. The coverage shall contain no special limitations on the scope or protection afforded to the City, its officers, officials, employees, or volunteers. The policies described in this section shall provide for notice of cancellation to **CONCORD**. Said policies shall be primary insurance with respect to **CONCORD**, its officers, officials, employees, and volunteers.

d. **PROJECT** Operator/Contractors shall furnish **CONCORD** with certificates of insurance and the original endorsements effecting coverage required by this section. Such policies and certificates shall be in a form approved by the City Attorney.

UPDATED IMPLEMENTATION PLAN

Due to changed **PROJECT** circumstances arising from the exchange of federal grant funds for Measure J Line 19a and Line 20a funds to support **PROJECT**, and **CCTA**'s indemnity requirements to provide Measure J funding for **PROJECT**, the Parties have agreed to incorporate the following criteria into **PROJECT** administration to provide for the most efficient and cost-effective way to implement **PROJECT**:

- *Working through the **PROJECT Oversight Group** and in consultation with **CONCORD**, **MONUMENT IMPACT** shall identify and select independent **PROJECT** Operator/Contractors who are qualified to provide and support shuttle services, and are able to meet the insurance requirements as specified in this **MOU**.*
- ***PROJECT** shall be administered within the parameters of the **Updated PROJECT Budget Estimate** as specified in **Attachment A** to this **MOU**, subject to review and intermediate adjustments as deemed necessary by the **PROJECT Oversight Group** during **PROJECT** planning and implementation.*

TERM

This **MOU** shall commence on September 1, 2015 and shall expire on the date Measure J **PROJECT** funding ends, as advised by **CONCORD**.

CITY OF CONCORD

By: _____
Name: _____
Title: _____
Date: _____

MONUMENT IMPACT

By: _____
Name: _____
Title: _____
Date: _____

**MEMORANDUM OF UNDERSTANDING
MONUMENT NEIGHBORHOOD SHUTTLE**

**Between
The City of Concord and
Monument Impact**

ATTACHMENT A

**UPDATED PROJECT BUDGET
ESTIMATE**

UPDATED PROJECT BUDGET ESTIMATE <i>(Subject to review by the PROJECT Oversight Group)</i>				
Expenditure:	Year 1	Year 2	Year 3	TOTAL
Salary Costs				
Monument Impact (MI) Staff				
Management Staff	9,233	9,233	9,234	27,700
Program Assistants	12,279	15,557	15,557	43,393
Taxes & Benefits	4,732	5,454	5,455	15,641
City Staff	12,748	12,748	12,748	38,244
Contracted Shuttle Operator Costs ¹	103,998	146,300	146,299	396,597
Consultant Costs ²	38,304	7,000	7,000	52,304
Total Expenditure	181,294	196,292	196,293	573,879
Revenue:				
Approved Funding				
Measure J Funds	157,282	157,280	157,279	471,841
Other Revenue				
City Contribution (Staff time)	12,748	12,748	12,748	38,244
MI contribution (Staff time)	11,264	11,264	11,266	33,794
Participating partners' contributions		15,000	15,000	30,000
Total Revenue	181,294	196,292	196,293	573,879

¹ Includes the costs for customer service training and community volunteers.

² Includes the costs for marketing/advertising program, monitoring & evaluation, etc.

**MEMORANDUM OF UNDERSTANDING
MONUMENT NEIGHBORHOOD SHUTTLE**

**Between
The City of Concord and
Monument Impact**

ATTACHMENT B

**GRANT APPLICATION
CONTRA COSTA LIFELINE TRANSPORTATION
PROGRAM**

APPLICATION COVER SHEET
Applications are due Friday, March 2, 2012 at 1:00 pm

Project Name: Monument Neighborhood Shuttle

Agency Name: City of Concord

Date Submitted: March 2, 2012

Date Received (leave blank):

Application Checklist:

Check all the attachments you have included with your application and add any additional attachments. Clearly label your attachments according to the numbering provided below. All attachments must be easily readable when reproduced in black and white. **Please complete this application for each project for which you are applying for funding.**

To check a box, double click on the box and mark "Default Value" as "Checked."

- Application** (Parts 1 – 7; required)
- Attachment 1:** Map of Project Area (required)
- Attachment 2:** Budget Chart (required)

List any additional attachments included in the application:

- Attachment 3:** City of Concord Monument Corridor CBTP
- Attachment 4:** Planning Documents
- Attachment 5:** Letters of Support
- Attachment 6:**

An authorized representative of the applicant agency must sign below, affirming that the statements in the application package are true and complete to the best of the applicant's knowledge.

Signature: _____



Name/Title: Ray Kuzbari, Transportation Manager

Date: 3-1-12

PART 1: BASIC PROJECT INFORMATION

Project Name: Monument Neighborhood Shuttle

Agency Name: City of Concord

Agency DUNS Number¹: 079084034

Brief Project Description: (Description only - not benefits. **3-4 sentences.**)

A neighborhood shuttle service emerged as a top priority in the Monument Corridor Community Based Transportation Plan (CBTP) that was developed in 2006. The proposed shuttle service will be operated by a small business through the Monument Community Partnership, in partnership with the Michael Chavez Center for Economic Opportunity and the City of Concord, as part of a community service, employment opportunity, and training program. The shuttle will provide direct transportation throughout the Monument Corridor to priority locations before exiting the neighborhood and traveling to designated sites including BART, major employment centers, appropriate bus stops, medical facilities, Concord Senior Center, social service agencies and major shopping centers. This service is designed for low-income employed workers, seniors, the disabled, and residents without vehicles in particular.

General Location: (Area Served)

The service area of the Monument Corridor in the city of Concord for this project is defined as follows: Roughly a triangular neighborhood, bounded by State Route 242 to the northwest, Galindo Street to the northeast, the BART line to the east and south, and Bancroft Road and the Walnut Creek channel to the southwest.

Project Type: (Select One)

- Capital Project
- Operations
- Program

¹ Provide your organization's nine-digit Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) Number. To search for your agency's DUNS Number or to request a DUNS Number via the Web, visit the D&B website: <http://fedgov.dnb.com/webform>. To request a DUNS Number by phone, contact the D&B Government Customer Response Center at 1-866-705-5711.

PART 2: FUNDING REQUEST

Amount of Funding Requested: \$311,704

Total Project Cost: \$627,694

(Information on other funding sources in Attachment 2: Budget Chart)

PART 3: GENERAL SPONSOR INFORMATION

Primary Contact Person: Ray Kuzbari

Phone #: 925-671-3129

Email: rkuzbari@ci.concord.ca.us

Mailing Address: City of Concord, 1950 Parkside Drive, MS/52, Concord, CA 94519

Title: Transportation Manager

Fax #: 925-671-3218

Secondary Contact Person: Mike Van Hofwegen

Phone #: 925-682-8248 ext. 2110

Email: mike@chavezcenter.org

Mailing Address:

Monument Community Partnership, 1760 Clayton Road, Concord, CA 94520

Title: Interim Executive Director

Fax #: 925-680-2480

Other Partner Agency Contact Person: Kathy Renfrow

Title: HEAL Coordination Manager

Phone #: 925-808-7392

Email: kathy@monumentcommunity.org

Mailing Address:

Monument Community Partnership, 1760 Clayton Road, Concord, CA 94520

Fax #: 925-686-2898

Other City Contact Person: Joyce Davidson Seitz

Title: Economic Development Specialist

Phone: 925-671-3048

Email: joyce.seitz@ci.concord.ca.us

Mailing Address: City of Concord, 1950 Parkside Drive, MS/01B, Concord, CA 94519

Fax: 925-671-3218

PART 4: DETAILED PROJECT INFORMATION

- A. Project Description:** Provide a detailed yet concise project description. Include existing conditions and all relevant project history. Describe specifically what the proposed grant funds would be used for including specific deliverables. *Please limit to 300 words or less.*

A shuttle service continues to be a top priority and need for the Monument Corridor. This shuttle will address continued transportation gaps in this very low-income community (63% of residents live below the poverty line – per 2006 CBTP). Previous studies and activities, as well as the CBTP, identified the following transportation gaps for Corridor residents: infrequent bus service; inconvenient transfers, high transit fares; lack of access to medical facilities, nutritious food stores and other shopping amenities; insufficient access to BART and employment centers, and other serious transportation needs.

This project addresses many of these needs. The shuttle service will be operated by a small business, under contract with the Monument Community Partnership, capable of undertaking this type of transit service for the corridor. This shuttle will provide direct transportation from dense residential areas to the downtown Concord BART station, major employment centers on Willow Pass Road and other major corridors, La Clinica, John Muir Medical Center, the County Regional Medical Center, bus stops, as well as the Concord Senior Center and other social service agencies in the area that have been identified by the community. This shuttle will provide direct service to major shopping destinations in and near the Monument neighborhood, including the 1500 Monument Shopping Center, Park n Shop Center and Sunvalley Shopping Center. It is designed for low-income workers, seniors, the disabled, and residents without vehicles in particular.

The grant will be used to lease the van, fund the start-up and operational costs of this shuttle service, provide training, and subsidize the service so that it can be free for low-income Monument Corridor residents. The project will allow for an evaluation of the effectiveness of this new program to ensure it is serving the needs of the community.

- B. Project Goals and Benefits:** Briefly outline the projects goals and benefits. *Please limit to 100 words or less.*

The project's major goals:

- 1) Provide free shuttle service in a targeted manner for the Monument community**
- 2) Provide safe and convenient service for low-income workers, seniors and people with disabilities, as well as employed residents that work off-peak hours**
- 3) Provide shorter rides to BART, in particular for welfare-to-work clients**
- 4) Provide shorter rides to medical facilities, major shopping destinations and social service organizations**

5) Provide entrepreneurship opportunity for small business

The benefits include better access to BART, employment centers, medical facilities and social service agencies, more nutritious and varied shopping options, reduced traveling distances for Monument residents and increased transit ridership.

C. Description of Service Area: Describe the service area of this project or program. (Include Map of Project Area as *Attachment 1* in the application.)

The service area of the Monument Corridor in the city of Concord is defined as follows: Roughly a triangular neighborhood, bounded by State Route 242 to the northwest, Galindo Street to the northeast, the BART line to the east and south, and Bancroft Road and the Walnut Creek channel to the southwest. This project will also include priority destinations that are located outside of the neighborhood.

Please see Attachment 1 for the Map of Project Area.

D. Budget: Complete the attached budget charts, included separately as an Excel file.

Please see Attachment 2 for the Budget Charts.

E. Schedule: Complete the appropriate schedule in the table provided below.

Milestone	Projected or Actual Date of Completion (Month/Year)
Create Project Oversight Group	03/2013
Refine Project Scope and define roles and responsibilities of MCP and City staff; create MOU	04/2013
Select operator and create agreement for shuttle service	04/2013
Begin training for small business/operator and develop business plan for shuttle service in partnership with John F. Kennedy University- Institute for Entrepreneurial Leadership (JFKU-IEL)	05/2013
Finalize shuttle schedule, route and stop locations	05/2013
Review recommended locations with MCP/City engineers and community	06/2013
Develop marketing plan for program, including brochures, etc.	06/2013
Conduct training for drivers and customer service hosts	07/2013
Conduct outreach to community to launch program	08/2013
Hold kick-off event/implement service	09/2013
Monitor service trends, modify scope if necessary	Ongoing
Conduct annual evaluations	02/2014; 02/2015; 02/2016
Explore other funding sources for project sustainability	Ongoing after initial service implementation
Project Closeout – Complete Final Report and Invoice to Funding Agency	03/2016

F. Project Eligibility: Demonstrate that your project is eligible for one or more of the following Lifeline funding sources. See attachment C of MTC's program guidelines for more information about each fund source.

- Job Access – Reverse Commute (JARC)**
- Proposition 1B Transit**
- State Transit Assistance (STA)**

If your project is eligible to receive STA funds and your agency is not an eligible recipient of STA funds, has an eligible transit operator agreed to be your fiscal agent for this project? **N/A** **Yes** **No**

G. Civil Rights

- a. **Civil Rights Policy:** The following question is not scored. If the response is satisfactory, the applicant is eligible for Lifeline funds; if the response is not satisfactory, the applicant is not eligible.

Describe the organization's policy regarding Civil Rights (based on Title VI of the Civil Rights Act) and for ensuring that benefits of the project are distributed equitably among low income and minority population groups in the project's service area.

The City of Concord is firmly committed to ensuring the civil and human rights of all people. The City of Concord Municipal Code Article II, Human Rights, Section 46-31, states the following:

“(a) The city is dedicated to preserving the rights of all persons to have an equal opportunity to live, work, and prosper in the community. It is the policy of the city that all persons shall be free from all forms of unlawful discrimination and harassment as prohibited under this article, or federal or state law.”

“(b) It is the intent of the city in enacting this article to confirm that the fundamental rights of citizens include the right to live unfettered by unlawful discrimination and harassment and this right is consistent with the American ideals of individual freedom, liberty, and responsibility for one's own actions. Furthermore, it is the intent of the city in enacting this article that access to remedies and resolution under existing federal and state laws on unlawful discrimination will be enhanced by providing a local forum for the resolution of complaints, and that it is necessary and proper to enact local regulations establishing a voluntary process for timely resolution of complaints of discrimination that arise within the city.”

“(c) This article shall not be construed to confer any right or privilege on a person which is conditioned or limited by law nor to impose regulations which are beyond the power of the city to regulate and/or which are preempted by federal and/or state law, nor is this article to be construed to protect conduct which is otherwise unlawful under city, state, or federal law or regulation.”

- b. **Demographic Information:** The following two questions are for administrative purposes only and are not a factor in determining which projects are selected to receive an award. (Please contact your Lifeline Program Administrator for assistance if you do not have this demographic information readily available or visit (<http://factfinder2.census.gov>))

Does the proportion of minority people in the project's service area exceed 56 percent (i.e., the regional average minority population)?

Yes No

Does the proportion of low-income people in the project's service area exceed 24 percent (i.e., the regional average low-income population)?
Note: for this purpose, low-income is defined as 200 percent of the federal poverty level.

Yes No

PART 5: APPLICANT EVALUATION

Weights have been included in parenthesis after each criterion.

1) Project Need/Stated Goals and Objectives (20%):

- A. Transportation Gaps and Barriers/Improved Choices. Describe the project need and goals and how it directly addresses transportation gaps and/or barriers, and improves transportation choices for a low income community:

This project will meet the ongoing transportation needs of the Monument Corridor community, as was indicated during the community outreach completed as part of the 2006 CBTP. The project's sponsors, MCP staff, Chavez Center staff, and Transportation Action Team members continue to receive requests for assistance from Monument residents who are unable to access jobs in the I-680 corridor because of limited, direct transit availability. This is especially true for very low-income residents and those without vehicles. There continues to be residents who need low cost, direct service to BART and employment centers, residents whom remain homebound because they are unable to afford transit fares, and many who defer medical appointments because they are unable to take off enough time from work to spend a half day in transit for a visit to the County Regional Medical Center. There is also no direct bus access to La Clinica or other medical facilities in the area which makes it difficult for low-income families with children to access these services.

This neighborhood is very heavily transit-dependent and very poor, thus a shuttle service is an ongoing need. 18% of the residents in this area do not own vehicles; this statistic is three times higher than the county average. There is a significant number of residents who are aging in place and are unable to drive, but yet live too far from a bus stop to be able to use transit.

The proposed project is designed to meet the following goals:

- 1) Provide free transit service in a targeted manner for the Monument community**
- 2) Provide safe and convenient transit service for low-income workers, seniors and people with disabilities, as well as employed residents that work off-peak hours**
- 3) Allow for shorter rides to BART, in particular for welfare-to-work clients**
- 4) Allow for shorter rides to medical services and major shopping destinations**

- 5) Allow for shorter rides to social service organizations (WIC, Monument Crisis Center, Chavez Center, East Bay Works Career Center, Concord Senior Center, church programs, etc.)
- 6) Provide entrepreneurship opportunity for a small business in coordination with the Chavez Center and JFKU's Institute for Entrepreneurial Leadership
- 7) Provide workforce development opportunities through transportation and customer service career training to clients of the Chavez Center

B. Projects Identification. Describe how the project was developed through a collaborative and inclusive planning process that involved broad partnerships among a variety of stakeholders. List the planning documents that include this *specific* project. Attach the document cover and the applicable pages for each document.

Community Based Transportation Plan Yes No

Welfare to Work Transportation Plan Yes No

(Contra Costa County Low-Income Transportation Action Plan)

Bay Area's Coordinated Public Transit-Human Services Transportation Plan Yes No

Other documented Assessment of Needs Yes No

This type of shuttle service was one of two key recommendations in the 2006 CBTP. Easy and affordable access to transportation and key destinations in the community continue to be a challenge for many low-income workers and residents in the community, thus the need for this type of free, specialized, direct service. There continues to be a great need for convenient and quicker access to BART, employment centers, medical facilities and social service agencies for Monument Corridor workers, families, seniors and the disabled.

There was a previous shuttle service in the community through County Connection that was launched in 2006, but that funding ended. This new neighborhood shuttle is a culmination of the lessons learned from that shuttle program, and addresses the direct needs that were not met due to its limitations. Compared to the previous shuttle service, this new program's operations will better address the needs of the community in the following ways:

- Free of charge
- Direct service to priority destinations to cut down transit times
- Off-peak hours for employed workers
- Hours of operation to fit the needs of the residents, including weekends

- **Schedule and routes will be based upon the needs of the residents, not the operator's established routes**
- **Service to be operated within the community and overseen by a community-based organization, so it can be responsive and nimble to better fit the needs of the neighborhood**

The Bay Area Transportation and Land Use Coalition report entitled *Roadblocks to Health* (2002) identified access to medical facilities as a key barrier for Monument residents. The Concord Senior and Youth Transportation Study (2003) also highlighted the need for flexible transportation options other than extensions of existing County Connection fixed-route schedules and direct, efficient transit to medical facilities. The *Contra Costa County Low-Income Transportation Action Plan* (2006) further identified the need for improved routing to cover key destinations and reduce travel times, and a flexible evening shuttle service.

The Contra Costa County Advisory Council on Aging's Transportation Work Group formed a new Senior Mobility Action Council in 2008 and this group conducted surveys throughout the county in 2008 to identify again the top mobility priorities for the county. These surveys, which were conducted throughout the county, identified readily available, user-friendly and affordable transportation as a top priority.

The Bay Area Plan - Initial Vision Scenario developed jointly by the MTC and ABAG in 2011 identified a number of initial vision scenario objectives. One of these objectives was to strengthen regional transit corridors to provide access to jobs and services, by increasing transportation options, improving mobility, and expanding access to jobs and services. This project will directly address this particular objective for the Monument Corridor community as outlined in this application. This project will also address the Equitable Access and Economic Vitality Performance Targets identified in the Initial Vision Scenario, by decreasing the share of low-income residents' household income consumed by transportation and reducing average travel time per work trip and average daily travel costs.

The applicable pages of these documents are included in Attachment 4.

- C. Community of Concern. Describe how the project is within a designated Community of Concern as defined by MTC's 2030 Equity Analysis report as a community with more than 30% of the households living at or below twice the federal poverty level.**

The Monument Corridor is explicitly identified by the MTC as a Community of Concern in the Call for Projects, since it has the second highest poverty levels in Contra Costa County (45.2% - per 2006 CBTP).

Objectives: Please identify objectives for the proposed project/program in the table provided below.

Objective	Target Audience	Service Level
Affordable transit fares	Low-income Concord/Pleasant Hill residents	Free service
More direct access to BART and employment centers	Low-income workers and residents who do not have ready access to a vehicle	Twice daily service to BART and employment centers, most destinations do not require transfer
More direct access to medical facilities and social service agencies	Low-income residents, disabled and seniors who do not have ready access to a vehicle	Daily service to medical facilities and social service agencies, most destinations do not require transfer
More direct access to nutritious stores and major shopping areas	Low-income residents who do not have ready access to a vehicle	Weekly service to major shopping areas, most destinations do not require transfer
Expanded service hours	Workers/residents going to work, appointments or other key destinations	6 am – 8 pm on weekdays; morning and early afternoons on weekends
Increased transit ridership	Residents who do not own vehicles/cannot drive/disabled	Estimated over 28,000 trips during the three year period
More employment/workforce development opportunities	Chavez Center clients, unemployed residents	Transportation and Customer Service Career Training to be developed as part of this shuttle program

2) Implementation (25%):

- A. For applicants seeking funding for operations (10%) please describe your service operations plan, and describe implementation steps and timelines for carrying out the plan. The service operations plan should identify key personnel assigned to this project, and their qualifications. Applicant should demonstrate their institutional capability to carry out the service delivery aspect of the project as described.

The implementation steps and timeline are provided in the matrix in Part 4, E. The first six months following funding approval will consist of establishing the clear roles and responsibilities for the City of Concord, Monument Community Partnership (MCP) and the Chavez Center for Economic Opportunity. During this period, service parameters will be defined, the training program will be developed, additional community meetings will be held, school notices sent out, and the marketing plan developed and implemented. Every effort will be made to promote community buy-in of the shuttle service.

The MCP and the City of Concord's Transportation Division developed a shuttle service program in the recent past, so have the knowledge, lessons learned and institutional capacity to deliver on this project. This previous shuttle service was operated through the County Connection from 2007 through 2009, but that funding ended. This new neighborhood shuttle is a culmination of the lessons learned from that program, and will better address the needs of the community.

The City of Concord and the MCP have vast experience implementing a number of customized service projects in many different disciplines in order to meet the particular needs of different neighborhoods and community members. Mike Van Hofwegen, Interim Executive Director for the MCP, was directly involved in the development of this new program, and will oversee the project and act as the liaison with the residents, operator and the business community. Kathy Renfrow, HEAL Coordination Manager for the MCP, will provide assistance to Mr. Hofwegen. Ray Kuzbari, Transportation Manager for the City of Concord, will be responsible for overseeing the development of the routes, monitoring of the service quality and acting as the City liaison with the MCP. Joyce Davidson Seitz, Economic Development Specialist for the City of Concord, will assist Mr. Kuzbari and provide support in the development and training for the operator of the shuttle service.

Or:

- B. For applicants seeking funding for programs and capital projects (10%), please provide a solid rationale for use of Lifeline Transportation Program funds for this purpose, and demonstrate that no other sources of funds are available to meet this need. Provide an implementation plan and timelines for completion of the project.**

And:

- C. Demand (15%):** Please indicate the number of persons expected to be served, the number of trips (or other units of service) expected to be provided. Also indicate who is served from existing or potential low-income community members as defined by MTC.

Projected demand for each of the three years is as follows:

Year One:	4,000 one-way rides provided (six months of service)
Year Two:	8,000 one-way rides provided
Year Three:	16,000 one-way rides provided

The assumptions underlying these projections is that the shuttle will be operating four trips per hour, 12 hours a day, five days a week, and four hours a day on weekends, for 50 weeks. In addition, the assumption is that no trips can be provided during the first six months of project implementation as it is being developed. Given these trip levels, it is anticipated that the majority of Monument residents who do not have access to a car, employed workers who need quicker access to BART and the major employment centers, seniors, and the disabled, will ride the shuttle at some point during the pilot program.

3) Project Budget/Sustainability (15%)

- A.** Project sponsor should provide a complete budget indicating project revenues and expenditures in the format provided below. Estimate the proposed cost per trip (or other unit of service). Describe efforts to ensure its cost-effectiveness and complete all pages in Attachment 2 – Budget Chart.
- B.** Proposals should address long-term funding ability and identify potential funding sources for sustaining the service beyond the grant period.

This project is well-suited to a number of funding sources in the long-term. Potential funding sources would include the following:

- **Measure J Funds**
- **HEAL (Healthy Eating and Active Living) Funds**
- **SAFETEA-LU New Freedom Program**
- **Older Americans Act funding**
- **ADA Accessibility funding**
- **Veterans Assistance funding**
- **Future Lifeline Transportation Program (LTP) funds**
- **BART**
- **BAAQMD (Bay Area Air Quality Management District) funds**
- **Private funding from businesses and organizations that benefit from this project (i.e. Monument Boulevard businesses, major employers in Concord, La Clinica, John Muir Medical Center, Sunvalley Shopping Center).**

It is anticipated that the matching in-kind contributions from the City of Concord and the MCP will attract other private investment from businesses and organizations

benefitting from this program. The sponsors of this project will diligently work to create additional collaborative partnerships with the private sector to find additional sources of funding to sustain this service for the community.

- 4) Coordination and Program Outreach (15%):** Please describe your ability to coordinate with other community transportation and/or social service resources regarding implementation of this project. Clearly identify project stakeholders, and how you will keep stakeholders involved and informed throughout the project. Describe how you will promote public awareness of the project.

This proposed project was developed from a very broad-based community effort conducted by a highly regarded community-based organization – the Monument Community Partnership (MCP), which has deep roots in the area. The MCP includes stakeholders from all sectors of the community in terms of ethnic background, age and disability. The MCP has partnered with the City of Concord for many years on the transportation issues in the community, was instrumental in the development of the 2006 CBTP, and will be responsible for the oversight and management of this project. The Michael Chavez Center for Economic Opportunity has also been a key partner with the City of Concord in the Monument Corridor and will be instrumental in the development of the appropriate operator for this project and the customer service training program. John F. Kennedy University's Institute for Entrepreneurial Leadership (JFKU-IEL) will be providing expertise and training for the development of the business plan and the shuttle's operation.

The inclusiveness of the CBTP development process was not limited to community-based organizations. Social service agencies, transit agencies, City departments and other key stakeholders were integrally involved in the development of the CBTP and will continue to be involved in the implementation of this transportation solution for the Monument Corridor and future projects as well.

Once project approval has been secured, the City and the MCP will constitute a Working Group from those involved in the development of this project and the CBTP that will be responsible for project oversight and coordination. This Working Group will meet on a regular basis (monthly, in the beginning) throughout the life of the project to ensure all of the stakeholders are informed and that coordination is occurring. The project's major stakeholders will include:

- **Monument Corridor residents**
- **Monument Community Partnership**
- **Michael Chavez Center for Economic Opportunity**
- **City of Concord**
- **Concord Senior Center**
- **Concord Senior Citizens Club**
- **Monument Crisis Center**

- **La Clinica**
- **The County Connection**
- **Contra Costa Transportation Authority**
- **TRANSPAC**
- **MTC**
- **Contra Costa County**
- **Mt. Diablo School District and local schools**
- **Monument Boulevard businesses**
- **Monument Boulevard property owners**
- **Local political representatives**
- **Major employment centers on key arterial roads**
- **Sunvalley Shopping Center**
- **Park n Shop Shopping Center**

To promote public awareness about this new shuttle service, a marketing plan will be developed and implemented. Some of the initial marketing will included brochures in both English and Spanish, community meetings in the different neighborhoods, coordination with the local schools to inform the families, coordination with the local apartment building owners and neighborhood associations to inform their residents, maps and schedules of the shuttle provided at various locations throughout the community, and a simple advertising campaign in the local media to promote the launch of the program.

5) Program and Cost-effectiveness (10%): Describe how the proposed project is the most appropriate match of service delivery to the need, and is a cost-effective approach. Include clear, measurable outcome-based performance measures to track the effectiveness of the service in meeting the identified goals. A plan should be provided for ongoing monitoring and evaluation of the service, and steps to be taken if original goals are not achieved.

Performance Measures: Please describe what outcome based performance measures you plan to evaluate in the table below to ensure that the project/program is meeting its objectives. Also describe how you will obtain and/or track necessary financial and operating information for program management?

Performance Measure	Target
Annual one-way trips	Year One: 4,000 Year Two: 8,000 Year Three: 16,000
Trips per hour	2-4 trips
Customer Satisfaction Rating	Over 85% "Good" or "Very Good" overall rating
Schedule Adherence	Over 80% within 10 minutes of scheduled time

6) Community Identified Priority (5%): Is the project located in a community in which a community-based transportation plan (CBTP) was completed? If yes, indicate the name of the completed plan. Is the project identified in the CBTP? Describe how the project addresses a priority indicated in the CBTP. Is the project included or identified in the Bay Area Coordinated Public Transit-Human Services Transportation Plan? Is the project identified in any other plan or planning process which was derived from community input and priorities?

The Monument Corridor in the City of Concord was identified in the Low-Income Component of the Coordinated Public Transit-Human Services Transportation Plan as a "Community of Concern" and was listed as one of the Bay Area's "Poverty at 30% & Minority at 70% Thresholds" zones. As a result, MTC identified the Monument Corridor as one of twenty-five Bay Area communities in which to conduct community-based transportation plans. The Monument Corridor CBTP was subsequently completed in June 2006. Additionally, the Elderly and Disabled Component of the Coordinated Public Transit-Human Services Transportation Plan (2006) identified many transportation gaps that the proposed project would address. These gaps include, but are not limited to, the following:

- **Need for assistance by some riders who have no attendants and need for return trips.**
- **Affordability of service for people with limited incomes, high medical expenses, and need for frequent trips.**
- **Lack of alternative services.**
- **Difficulty using transit for local trips, trips with packages, shopping items, etc.**
- **Stops that are far from facilities or with long walks to the door.**
- **Limited public transit services in some areas, nights and evenings, and on weekends.**
- **Lack of stops and routes that are convenient to destinations important to seniors and people with disabilities.**
- **Limited information in other languages including Spanish.**
- **Fear of using public transportation and lack of experienced riders to accompany and support new riders who need transportation.**

The proposed project will close these gaps as specified in this application and should be eligible for funding through MTC's Lifeline Transportation Program.

This type of project was also identified in the Contra Costa County Low-Income Transportation Action Plan (2006) regarding the need for improved routing to cover key destinations and reduce travel times, and a flexible evening shuttle service.

7) Project Readiness (10%): Submitted projects will be ranked based on their project readiness. Priority will be given to projects which are fully funded, if application is

approved; projects which have considered and, if needed, resolved any foreseeable implementation issues; and projects that are fully supported by the local community in which the project will be implemented, and have agency governing body approval.

The community stakeholders are ready and excited for the implementation of this project! The City of Concord Transportation Division, as the entity responsible for oversight of the project, is ready to fulfill this role and has received the support of the Mayor of Concord (included in Attachment 5). A resolution from the Concord City Council is forthcoming.

Most importantly, the Monument Community Partnership is ready to take the first steps in project implementation, since it already has the experience, knowledge and lessons learned in developing a shuttle service from the recent past, and is ready to create an effective self-sustaining program with this grant.

PART 6: AGENCY AND PUBLIC SUPPORT

Have all affected departments within your organization, the local government agency, transit agencies, and/or other public agencies been involved in the development of the project/program and reviewed the project to ensure feasibility.

Yes

No

A. Does this project have local community support? If so, please describe how the community has supported the project. This may include committee or other meetings that demonstrate community support. Please indicate who the community groups were and list the time frame and number of meetings.

Yes, this project has local community support. The following community groups have been involved in the development of this recent project: Monument Community Partnership (MCP), MCP Senior Action Team, MCP Transportation Action Team, Michael Chavez Center for Economic Opportunity, John F. Kennedy University for Entrepreneurial Leadership, La Clinica, Monument Crisis Center, East Bay Works Career Center, Concord Senior Center, Concord Senior Citizens Club, City of Concord, Contra Costa County Advisory Council on Aging, Contra Costa County Senior Mobility Action Council, Contra Costa County Senior Transportation Forum, Hispanic Chamber of Commerce, Greater Concord Chamber of Commerce and the CCTA.

In addition, numerous community members and groups participated in the development of the CBTP in 2006. The lists of the groups are indicated in Appendix B of the CBTP document (Attachment 3). To continue the efforts and issues identified by the CBTP, the MCP Transportation Action Team has held up to ten meetings every year addressing transportation issues since the plan was finalized in late 2006. The major stakeholders for this project held meetings on February 14, February 23 and February 24, 2012 to ensure community support and to finalize the details.

Yes → Meeting time frame: Summer 2006 - February 2012

Number of Meetings: Transportation Action Team: 10 per year; 60 total (2006-2012)

Major Stakeholders: 2 meetings (02/2012)

Neighborhood Meeting: 1 meeting (02/2012)

No → Explain why not.

C. Public Meetings: (*neighborhood meetings, etc.*) Describe any other public meetings that have occurred for this specific project. Include the month and year for each meeting.

A Neighborhood Meeting was held on February 23, 2012 to present this proposal to additional stakeholders and residents in order to seek additional input and ensure community support. The meeting participants included:

- **Edi Birsan, Concord Senior Citizens Club, Rotary Club, Concord resident and community activist**
- **Joyce Davidson Seitz, City of Concord**
- **Wes Laubscher, Monument Crisis Center Board, Monument resident**
- **Mary Lou Laubscher, Contra Costa Transportation Authority Advisory Board, Contra Costa County Public & Environmental Health Advisory Board, MCP Transportation Action Team**
- **Mike Van Hofwegen, MCP and Chavez Center Executive Director**
- **Kathy Renfrow, MCP and HEAL Grant Coordination Manager, Monument resident**
- **Harold Blair, past Board member of MCP, Monument resident and community leader**
- **David Pitman, Bay Area Air Quality Board Local Committee, Monument resident**
- **Jeff Rogers, City of Concord Engineering Division**
- **Luz Sierra, Monument resident and community leader**
- **Bruce Lyon, architect, MCP Transportation Action Team Chair/GGI**

PART 7: PROJECT/PROGRAM IMPLEMENTATION READINESS

A. Are there any current anticipated barriers that might cause the implementation of this program to be delayed?

Yes → Explain:

No

B. Assuming this project/program received Lifeline grant funding, has all other funding been secured to ensure timely implementation?

Yes

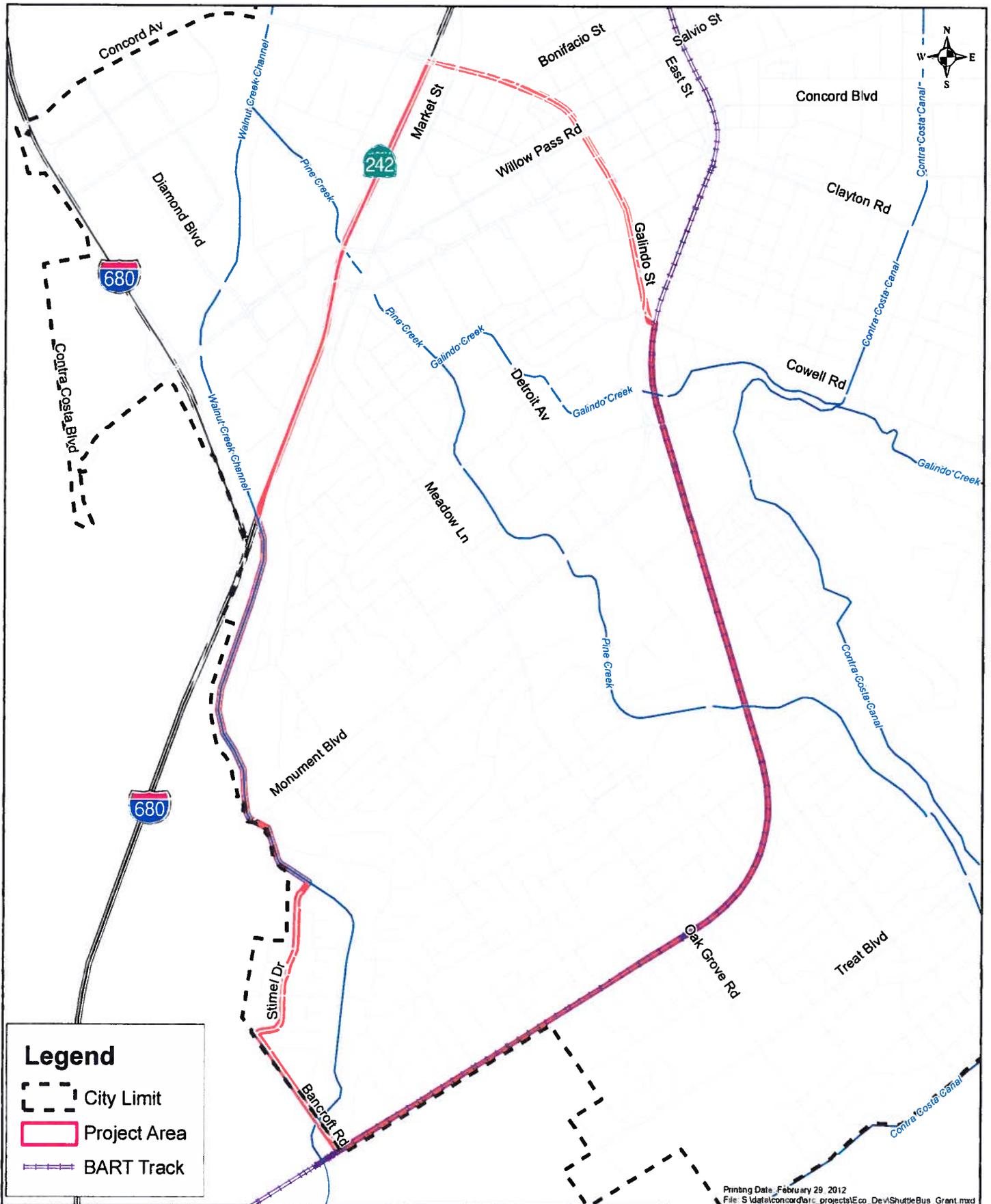
No → Explain: The City of Concord and the MCP will work with TRANSPAC to obtain Line 20 (A) Measure J Funds to provide the remaining amount needed for matching funds.

PART 8: ADDITIONAL INFORMATION (OPTIONAL)

Please provide any information which has not been included elsewhere in this document to support your application.

Attachment 1: Map of Project Area

Map of Project Area



Attachment 2: Budget Sheets – Cost Estimate, Project Funding, Explanation

Complete all three sections. Complete the appropriate "Cost Estimate" table and the "Project Funding" tables. Complete all tables for the overall project, even if the funding request is only for one phase of the project. Provide any necessary explanations for budget info below each table. If there are possible alternative funding sources, please describe under Explanation.

Cost Estimate				
List the estimated cost of each line item. Add additional line items, as needed. The total estimated cost will be automatically calculated at the bottom of the chart.				
Line Items	Estimated Costs FY 10/11	Estimated Costs FY 11/12	Estimated Costs FY 12/13	TOTAL
1 Administrative (salary, wages, fringe):				
MCP Staff	\$ 33,800	\$ 29,900	\$ 29,900	\$ 93,600
City Staff	\$ 12,748	\$ 12,748	\$ 12,748	\$ 38,244
2 Administrative Costs, Supplies and Office Space	\$ 8,000	\$ 16,000	\$ 16,000	\$ 40,000
3 Customer Service Training and Outreach	\$ 6,000	\$ 3,000	\$ 3,000	\$ 12,000
4 Marketing/Advertising Program	\$ 3,000	\$ 2,000	\$ 2,000	\$ 7,000
5 Small Business Operations/Contracts:				
Manager/Dispatcher/Driver (\$20/hour)	\$ 20,800	\$ 41,600	\$ 41,600	\$ 104,000
Salary for Three Drivers (\$15/hour)	\$ 23,400	\$ 46,800	\$ 46,800	\$ 117,000
Additional Salary, Wages, Fringe	\$ 16,000	\$ 32,000	\$ 32,000	\$ 80,000
Shuttle Hosts/Translators/Outreach (\$12/hour)	\$ 12,480	\$ 24,960	\$ 24,960	\$ 62,400
6 General Liability Insurance	\$ 1,100	\$ 1,200	\$ 1,300	\$ 3,600
7 Business Development Training for Shuttle Operator through JFKU-IEL Program	\$ 3,500	\$ -	\$ -	\$ 3,500
8 Lease of 10-Passenger Van including ADA Accessibility Modifications	\$ 5,000	\$ 10,000	\$ 10,000	\$ 25,000
9 Operating Costs for Van (Gas and Maintenance, etc.)	\$ 6,000	\$ 8,750	\$ 8,750	\$ 23,500
10 Insurance for Van	\$ 1,750	\$ 3,500	\$ 3,600	\$ 8,850
11 Monitoring & Evaluation	\$ 3,000	\$ 4,000	\$ 5,000	\$ 9,000
Total Estimated Costs:	\$ 156,578	\$ 236,458	\$ 237,658	\$ 627,694

Cost Estimate Explanations:

- 5 Operating Hours: 12 hours daily Monday through Friday; 6 hours on Saturday; 4 hours on Sunday. No service provision in first six months, but administrative costs incurred for planning,

implementation and training.

For the small business/operator: The Manager/Dispatcher/Driver is estimated at 40 hours per week;
Drivers at 20 hours per week each.

Additional salary, wages, fringe is estimated at \$4,000 per worker each year.

Initial commitment for Shuttle Hosts/Translators/Outreach is 40 hours per week.

- 8 Assumes a three-year lease for van.

Attachment 2 (continued): Project Funding, Explanation

Project Funding					
All applicants should complete the following charts. Totals will be calculated automatically. Existing funding should only include <u>secured</u> funding sources, i.e. funds that are programmed to the project with a resolution or signed agreement.					
Note: The Fiscal Year is defined as July 1 through June 30.					
Proposed Funding - List All Sources					
	Source	FY 12/13	FY 13/14	FY 14/15	Totals
1	Lifeline Funding Requested	\$ 103,902	\$ 103,901	\$ 103,901	\$ 311,704
2	Local Match: Monument Community Partnership (HEAL Fund Staff)	\$ 15,725	\$ 9,485	\$ 9,485	\$ 34,694
3	Local Match: Monument Community Partnership (ED & Finance Director – in-kind)	\$ 10,998	\$ 4,758	\$ 4,758	\$ 20,514
4	Local Match: City of Concord (Transportation - in-kind)	\$ 6,920	\$ 6,920	\$ 6,920	\$ 20,760
5	Local Match: City of Concord (Economic Development – in-kind)	\$ 5,828	\$ 5,828	\$ 5,828	\$ 17,484
6	Local Match: Shuttle Hosts/Translators/Outreach	\$ 12,480	\$ 24,960	\$ 24,960	\$ 62,400
7	Measure J Funds	\$ 53,380	\$ 53,379	\$ 53,379	\$ 160,138
				Total:	\$ 627,694
Total Proposed Funding:					\$ 627,694

Explanation of Project Funding:

Local Match: The MCP local match is \$55,208 total. MCP will match this funding through its HEAL (Healthy Eating and Active Living) Grant which will provide 10% of the services of the HEAL Coordination Manager and Program Assistants, and through 3% of the Executive Director's and 2% of the Finance Director's time paid for from other funds.

Local Match: The City of Concord's local match is \$38,244 total. The City's in-kind services will include 2% of the Transportation Manager's time (124.80 total hours for three years) and 3% of the Economic Development Specialist's time (187.20 total hours for three years).

Local Match: Commitments have been received from MCP's Senior Action Team and are being sought from others working with La Clínica, the Monument Crisis Center, the Michael Chavez Center and other organizations to serve as shuttle hosts/translators and outreach workers for the shuttle service as needed. Estimated 4 – 8 hosts, for a total of 40 hours per week (about 1/2 the total time of the shuttle service), at a value of \$12 per hour. Total match: \$62,400
Total Local Match: \$155,852
Additional Funding to be Leveraged: The Concord Senior Citizens Club recently received a \$12,000 grant from the Mt. Diablo Health Care District to provide assistance for their transportation needs. The MCP, the City of Concord and the Concord Senior Citizens Club will develop and coordinate these transportation activities together to be sure that they are complementary and are the most effective for the community.
Measure J Funds: The City of Concord and the MCP will work with TRANSPAC to obtain Line 20 (A) Measure J Funds to provide the remaining amount needed for matching funds (\$160,138).

Attachment 3:
City of Concord Monument Corridor
Community-Based Transportation Plan

Attachment 4: Planning Documents

The following are cover and reference pages from previous and current reports that have identified the gaps in the Monument Corridor and recommended transportation strategies for serving low-income communities.

- **Transportation and Land Use Coalition (TALC) Report: Roadblocks to Health**
- **Concord Senior and Youth Transportation Study**
- **Contra Costa County Senior Mobility Action Council Survey Results**
- **Contra Costa County Low-Income Transportation Action Plan**
- **ABAG and MTC Bay Area Plan - Initial Vision Scenario**
- **MTC Coordinated Public Transit-Human Services Transportation Plan**

Attachment 5: Letters of Support

- 1. Assemblywoman Susan Bonilla**
- 2. Supervisor Karen Mitchoff**
- 3. City of Concord Mayor Ron Leone**
- 4. Monument Community Partnership**
- 5. Michael Chavez Center for Economic Opportunity**
- 6. Hispanic Chamber of Commerce**
- 7. Greater Concord Chamber of Commerce**
- 8. Contra Costa County EASTBAY Works One-Stop Center**
- 9. John F. Kennedy University – Institute for Entrepreneurial Leadership**
- 10. La Clinica de La Raza, Inc.**