

# **TRANSPAC Transportation Partnership and Cooperation**

Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and Contra Costa County  
2300 Contra Costa Boulevard, Ste. 360 Pleasant Hill, CA 94523 (925) 969-0841 FAX (925) 969-9135

## **TRANSPAC TAC MEETING NOTICE AND AGENDA**

**THURSDAY, OCTOBER 28, 2010**

**9:00 am TO 11:30 am**

**COMMUNITY ROOM**

**CITY OF PLEASANT HILL CITY HALL**

**100 GREGORY LANE**

**PLEASANT HILL**

**(925) 969-0841**

**1. Continued School Crossing Guards Discussion.** As discussed at the July 22 TRANSPAC meeting, the TAC has started to review school crossing guard services in Central County jurisdictions as a first step in an assessment to determine if cost savings for TRANSPAC jurisdictions could result from joint contracting for school crossing guards and if better vehicle and pedestrian routing to/from schools could improve traffic flow at/around school locations. Cheryl Owens, Finance/Business Operations Manager, City of Concord Police Department, is expected to join us to share her experience with School Crossing Guard services.

Please see the attached compilation of "Crossing Guard Information" by jurisdiction. Please bring any additional, updated information that may be available in support of this discussion.

**Attachments:** Compilation of available school guard crossing locations and an excerpt from the Manual on Uniform Traffic Control Devices for Streets and Highways, PART 7, Chapter 7E Crossing Supervision; a list of firms providing crossing guard services: 7/13/10 City of Concord Staff Report to Council on award of a contract for crossing guard services to American Guard Services, Inc. and list of revised crossing guard services locations; 7/19/10 City of Pleasant Hill Staff report to Council and contract documents for School Crossing Guard Services with All City Management Services (ACMS).

**2. 511 Contra Costa: Review of draft 2011/2012 TFCA/Measure J work plan for TRANSPAC/TRANSPLAN. Recommendation to TRANSPAC requested. (attachment)**

**3. 511 Contra Costa: Report on DVC police funding inquiry.**

**4. Update on City of Pittsburg resignation from ECCRFFA, if any new information**

**5. Initial Discussion of Measure J Paratransit Funding line 20a (Measure J excerpts attached) (item held over from July 22, 2010)**

Please bring information for any paratransit services which receive funding from your jurisdiction and any nonprofit service providers in your area.

The TAC is requested to consider to whom and on what basis allocations for available and future Measure J line 20a funds, “Additional Transportation for Seniors and People with Disabilities” might be established. As described in Measure J, these funds are to be used “to supplement services provided by the countywide program for seniors and people with disabilities and may include the provision of transit services to programs and activities”. There have been discussions of providing assistance to Central County local jurisdiction programs for non-ADA senior service and/or some percentage to County Connection and/or allocations to social service providers with programs. Some possibilities include: split available funds between CCTA and other public agency paratransit providers including Pleasant Hill Senior Van Service, Rossmoor Transportation Service and the Walnut Creek Senior Mini Bus (any others?)

Measure J funds currently available: \$70,430 from FY 08-09; \$305,000 from FY 09-10 – this is a CCTA estimate based on anticipated sales tax revenues of \$61 million; \$311,000 for FY 10-11 – this is a CCTA estimate for all programs for FY 10-11 based on \$62.2 million sales tax revenues. **Total: \$686,430**

## **6. Discussion of the meeting calendar for the balance of the year**

## **7. Any other items for discussion**

**CROSSING GUARD INFORMATION**

City	Budget	# Schools Served	Schools Served	# guard locations	Funded By
Walnut Creek	\$74,000	6 Schools	Walnut Heights Elem. Buena Vista Elem. W.C. Intermediate Bancroft Elem. Walnut Acres Elem. Foothill Middle	10 locations WCSD WCSD WCSD MDUSD MDUSD MDUSD	General Fund
Pleasant Hill	\$96,000	8 Schools	Sequoia Elem Gregory Gardens Elem. Christ the King Elem. Strandwood Elem. P.Hill Elem. Valhalla Elem. Fair Oaks Elem. College Park high school	9 locations	Traffic Safety Special revenue fund from fines and forfeitures
Clayton	\$12,139 \$8,127 paid by City \$5,014 paid by quarry	1 School	Mt. Diablo Elem.	2 locations	General Fund
Concord	\$176,320	16 schools	Ayers Elem. Cambridge Elem. El Monte Elem. Glenbrook Middle Pine Hollow Middle Highlands Elem. Holbrook Elem. Meadow Homes Elem. Monte Gardens Elem. Mountain View Elem. Silverwood Elem. Ygnacio Valley Elem. Oak Grove Middle Woodside Elem. Wren Avenue Elem. St. Francis of Assisi Elem.	16 locations    67.5 hrs daily coverage	General Fund in PD budget
All four cities have contracted with All City Management Services, Inc. for crossing guard services.					

Crossing Guard Contractors:

NESCTC Security Agency, LLC  
John Hersum, Vice President, Strategic Planning & Business Development  
General Counsel  
Main: 401-921-1002  
Direct: 678-834-0774  
Email: JHersum@nesctc.com

J & J Special Services  
Theresa Gordon  
P.O. Box 81313  
Bakersfield, CA 93380  
Office Mgr. Jamie Wanagitis  
Phone: (661) 589-4661  
Email: [Tgordon@bak.rr.com](mailto:Tgordon@bak.rr.com)

Highly recommended by Marin County Transportation Authority, having previously used ACMS and now in its 5<sup>th</sup> year with American Guard:

American Guard Services  
Regional Manager: Alan Stone  
Cell (510) 415-2365  
Office (510) 895-9245  
Local office in San Leandro, corporate office in L.A.

All City Management Services  
1749 S. La Cienega Blvd.  
Los Angeles, CA 90035-4601  
General Manager: Baron Farwell  
(310) 202-8284

EX cept From the manual on uniform Traffic control Devices  
for streets and highways

PART 7, Chap ter 7E. CROSSING SUPERVISION

# MUTCD 2003

## CALIFORNIA SUPPLEMENT

May 20, 2004

### PART 7

### TRAFFIC CONTROLS FOR

### SCHOOL AREAS



STATE OF CALIFORNIA  
BUSINESS, TRANSPORTATION AND HOUSING AGENCY  
DEPARTMENT OF TRANSPORTATION

An example of these dispositions by cities and counties is as follows:

- Disposition by cities (CVC 42200). Fines and forfeitures received by cities and deposited into a "Traffic Safety Fund" may be used to pay the compensation of school crossing guards who are not regular full-time members of the police department of the city.
- Disposition by county (CVC 42201). Fines and forfeitures received by a county and deposited in the road fund of the county may be used to pay the compensation of school crossing guards, and necessary equipment and administrative costs. The board of supervisors may adopt standards for crossing guards and has final authority over the total cost of the crossing guard program.

#### **Section 7E.03 Qualifications of Adult Crossing Guards**

*The following is added to this section:*

##### **Training Programs for Adult Crossing Guards**

**Guidance:**

Adequate training should be provided in adult crossing guard responsibilities and authority. This function can usually be performed effectively by a law enforcement agency responsible for traffic control.

Training programs should be designed to acquaint newly employed crossing guards with their specific duties, local traffic regulations, and crossing techniques. Training workshops may be used as a method of advising experienced employees of recent changes in existing traffic laws and program procedures. For example, crossing guards should be familiar with the California law which provides that any person who disregards any traffic signal or direction given by a non-student school crossing guard authorized by a law enforcement agency, any board of supervisors of a county or school district shall be guilty of an infraction and subject to the penalties of Section 42001 of the CVC (Section 2815).

#### **Section 7E.04 Uniform of Adult Crossing Guards and Student Patrols**

*The following is added to this section:*

**Standard:**

The use of the School Safety Patrol uniforms and insignia shall adhere to the following regulations (California Code of Regulations 576):

- (a) A school safety patrol member (except a member of the R.O.T.C. or California Cadet Corps on traffic duty in his official uniform) shall wear, at all times while on duty, the basic standard uniform specified in this section, except that the rainy day uniform may be worn under appropriate weather conditions. Only the optional additions specified in this section may be added to the uniform.
- (b) The basic standard uniform for patrol members is the white or fluorescent orange Sam Browne belt and either an overseas type federal yellow or fluorescent orange cap or a yellow or fluorescent orange helmet.  
Optional additions to the basic standard uniform are any or all of the following:
  - (1) Colored piping on the federal yellow cap.
  - (2) Colored striping on the yellow helmet.
  - (3) A red or fluorescent orange upper garment
  - (4) Insignia or a special badge identifying the organization, to be worn on the left breast, left arm, or cap.
- (c) The rainy-day uniform is a federal yellow raincoat and a federal yellow rain hat. The Sam Browne belt may be worn over the raincoat.
- (d) The insignia, or special badge and cap shall be worn only during official school safety patrol duty, except that the governing board may authorize members of the school safety patrol to wear the uniform and insignia for special school safety patrol functions.

May 20, 2004

## CHAPTER 7E. CROSSING SUPERVISION

### Section 7E.02 Adult Crossing Guards

*The following is added to this section:*

**Option:**

Adult Crossing Guards may be assigned at designated school crossings to assist school pedestrians at specified hours when going to or from school. The following suggested policy for their assignment applies only to crossings.

**Guidance:**

An Adult Crossing Guard should be considered when:

1. Special situations make it necessary to assist elementary school pedestrians in crossing the street.
2. A change in the school crossing location is being made, but prevailing conditions require school crossing supervision until the change is constructed and it is not reasonable to install another form of traffic control or technique for this period.

### Criteria for Adult Crossing Guards

**Support:**

Adult Crossing Guards normally are assigned where official supervision of school pedestrians is desirable while they cross a public highway, and at least 40 school pedestrians for each of any two hours (not necessarily consecutive) daily use the crossing while going to or from school.

**Option:**

Adult crossing guards may be used under the following conditions:

1. At uncontrolled crossings where there is no alternate controlled crossing within 180 m (600 ft); and
  - a. In urban areas where the vehicular traffic volume exceeds 350 during each of any two hours (not necessarily consecutive) in which 40 or more school pedestrians cross daily while going to or from school; or
  - b. In rural areas where the vehicular traffic volume exceeds 300 during each of any two hours (not necessarily consecutive) in which 30 or more school pedestrians cross daily while going to or from school.

Whenever the critical (85th percentile) approach speed exceeds 64 km/h (40 mph), the guidelines for rural areas should be applied.

2. At stop sign-controlled crossing:

Where the vehicular traffic volumes on undivided highways of four or more lanes exceeds 500 per hour during any period when the school pedestrians are going to or from school.

3. At traffic signal-controlled crossings:

- a. Where the number of vehicular turning movements through the school crosswalk exceeds 300 per hour while school pedestrians are going to or from school; or
- b. Where justified through analysis of the operations of the intersection.

### Legal Authority and Program Funding for Adult Crossing Guards

**Option:**

Cities and counties may designate local law enforcement agencies, the governing board of any school district or a county superintendent of schools to recruit and assign adult crossing guards to intersections that meet approved guidelines for adult supervision.

**Support:**

There are various methods for funding a school adult crossing guard program. One of these methods is through the use of fines and forfeitures received under the Penal Code. Disposition of these fines and forfeitures is defined in CVC Sections 42200 and 42201.

**Section 7E.05 Operating Procedures for Adult Crossing Guards****Standard:**

In Paragraph 2 ("Adult crossing guards...") second sentence ("The STOP paddle..."), the word "should" is changed to "shall".

*The following is added to this section:*

**Option:**

The 600 x 600 mm (24 x 24 in) size of the STOP paddle may be used where greater emphasis is needed and speeds are 50 km/h (30 mph) or more.

**Section 7E.07 Student Patrols**

*The following is added to this section:*

**Standard:**

For all purposes in this Supplement, "School Safety Patrols" shall mean "Student Patrols" as referenced in the MUTCD.

**Legal Authority for School Safety Patrols****Standard:**

School Safety Patrols shall be authorized by the local school board. School authorities shall be responsible for organizing, instructing and supervising patrols with the assistance of the local police.

**Support:**

The California Education Code, Sections 49300 to 49307, and the California Code of Regulations, Sections 570 to 576 and 632, authorize the development of School Safety Patrols and outline rules for implementing these programs within the state.

**Section 7E.08 Choice of Student Patrols****Standard:**

In Paragraph 1 ("Student patrols..."), second sentence ("They should be...") is deleted and replaced with the following:

They shall be students from the fifth grade or higher and shall be at least 10 years of age. Refer to California Code of Regulations Section 571.

In Paragraph 2 ("Parental approval..."), the word "should" is changed to "shall". Refer to California Education Code Section 49302.

**Section 7E.09 Operating Procedures for Student Patrols**

*The following is added to this section:*

**Support:**

School Safety Patrols control children, not vehicles.

**Standard:**

School Safety Patrols shall stop children back of the curb or edge of the roadway and allow them to cross only when there is an adequate gap in traffic (see California Code of Regulations Sections 570 to 576 and 632 for School Safety Patrols operating procedures and requirements).

**Criteria for Student Patrols****Option:**

A student patrol may be established at locations where an existing traffic control device, police officer or adult crossing guard is in operation. They may also be used where there are adequate crossing gaps in vehicular flow at an uncontrolled crossing and it is desirable to use student patrols to guide the school pedestrians.

**Support:**

To determine the frequency and adequacy of gaps in the traffic stream, refer to Section 7A.03.

May 20, 2004



AGENDA ITEM NO. **3.b****REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: July 13, 2010

**SUBJECT: AWARD OF CONTRACT FOR RFB #2203, ANNUAL CONTRACT TO PROVIDE SCHOOL CROSSING GUARD SERVICES, TO AMERICAN GUARD SERVICES, INC.****Report in Brief**

The Police Department manages the contract to provide school crossing guards at 12 locations in the City of Concord. Bids for RFB #2203, Annual Contract to Provide Crossing Guard Services, were opened on May 14, 2010 at 10:00 a.m. Staff recommends that the City Council award a contract in the amount of \$92,275.20 to American Guard Services, Inc. as the most qualified, responsible bidder for RFB #2203, school crossing guard services for the 2010/2011 school year. Further, staff recommends Council authorize the City Manager to execute the contract and, upon recommendation by the Police Chief, renew the contract for up to two one-year periods.

**Background**

The City of Concord Police Department has contracted for school crossing guard services since the mid-1990s. The purpose of the program is to provide for the safety of children by staffing key pedestrian crosswalk locations with crossing guards. The locations are approved by the Police Department's Traffic Bureau. There are 12 school crossing guard locations identified in the City of Concord and approximately 6,480 staff hours provided annually for this service. The school crossing guards are part-time personnel who are recruited and trained by the contracting company.

The City of Concord solicited a Request for Bid to provide crossing guard services for the 2010-2011 school year by contacting twenty-five (25) potential bidders and the Concord Chamber of Commerce. Notice of this solicitation was posted in the Finance Department and on the City's website. On Friday, May 14 2010, at 10:00 am, submittals were opened and read by the City Clerk. Five (5) vendors responded. Commonwealth International, Inc of South El Monte, California was the apparent low bidder at \$89,748, however has almost no experience operating a school crossing guard program. American Guard Services, Inc of Carson, California was the next lowest bidder and determined to be the most responsible bidder. American Guard Services has comprehensive crossing guard hiring, training and supervision procedures and they have offices in Oakland and San Leandro. The current contractor, All City Management Services, was the third lowest bidder at \$100,160.00. There were no local vendors.

**Discussion**

The purpose of the school crossing guard services contract is to staff key locations in the City of Concord with crossing guards providing for the safety of school children. For this fiscal year, the City of Concord has reduced the locations served by crossing guards from 19 intersections to 12 intersections. The Police Department

**AWARD OF CONTRACT FOR RFB #2203, ANNUAL CONTRACT TO  
PROVIDE SCHOOL CROSSING GUARD SERVICES, TO  
AMERICAN GUARD SERVICES, INC.**

July 13, 2010

Page 2

conducted an on-site evaluation of all of the locations staffed by crossing guards. Staff reviewed the volume of students that use the services of the guards and whether they were walking alone or in the company of an adult. Staff also reviewed the volume of traffic. The Mt Diablo Unified School District has been notified of the changes. A copy of the letter to the Mt Diablo Unified School District is attached.

The Police Department has contracted for crossing guard services with All City Management Services Inc. for more than nine years; however, there were two lower bidders during this process. Research was conducted regarding the two lowest bidders. Commonwealth International, Inc., the lowest bidder, primarily provides uniform security services in Los Angeles County. Their expertise is in the area of armed and unarmed security services and armored transportation services. They have provided crossing guard services on a temporary basis in Los Angeles County as part of a security contract. Commonwealth International, Inc. has never held a crossing guard contract. Commonwealth International, Inc. does not have any facilities for operation in northern California. American Guard Services, Inc. (the second lowest bidder) holds large crossing guard contracts for three public agencies; one is for the Transportation Authority of Marin. These agencies provided positive feedback. American Guard Services has comprehensive crossing guard hiring, training and supervision procedures and they have offices in Oakland and San Leandro. As a result of the research, American Guard Services, Inc. is determined to be the lowest responsible bidder.

**Fiscal Impact**

Adequate funds exist in the 2010-2011 operating budget of the Police Department to cover the cost of this contract.


**Public Contact**

Posting of the Council Agenda.

**Recommendation for Action**

Staff recommends the City Council award a contract in the amount of \$92,275.20 to American Guard Services, Inc. as the lowest responsible bidder, for RFB #2203, Annual Contract to Provide Crossing Guard Services, for the 2010-2011 school year; authorize the City Manager to execute the contract; and further authorize the City Manager, upon recommendation of the Chief of Police, to renew the contract for two additional one-year periods.

Prepared by: Darrell Graham  
Police Lieutenant, Field Operations



Daniel E. Keen  
City Manager/Executive Director

Reviewed by: David O. Livingston  
Chief of Police

Attachment No. 1: Bid results  
Attachment No. 2: Letter to Mt. Diablo School District

## ATTACHMENT NO. 1

City of Concord  
Bid Sheet**PROJECT RFB #2203**Annual Contract to Provide Crossing Guard  
Services

Bid Opening:

Friday,  
May14, 2010  
10:00 a.m.

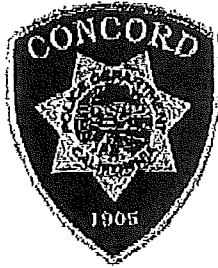
City Manager's Conference Room

Engineer's Estimate: \$98,500

To be awarded:TBD

COMPANY	TOTAL BID
Commonwealth International Inc. 12356 Barringer St. S. El Monte, CA 91733	\$13.85/hr.
American Guard Services, Inc. 1299 E. Artesia Blvd., #200 Carson, CA 90746	\$14.24/hr.
All City Management Services 1749 S. La Cienega Blvd. Los Angeles, CA 99035	\$15.49/hr.
VIP Security Specialist, Inc. 1212H El Camino Real, Suite 162 San Bruno, CA 94066	\$17.00/hr.
Ingram Sec. & Patrol, Inc. 18000 Studebaker Rd., Ste. 700 Cerritos, CA 90703	\$17.86/hr.

## ATTACHMENT NO. 2



**Lieutenant Andrew L. Gartner**  
 Concord Police Department  
 Field Operations Division  
 1350 Galindo Street  
 Concord, CA 94520  
 (925) 671.5056

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Field Operations Division - Watch Commander

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May 18, 2010

Mt Diablo Unified School District  
 C/O Ms Rose Lock  
 1936 Carlotta drive  
 Concord, CA 94519-1397

The City of Concord, our community and the Mt Diablo Unified School District has benefited for many years from the ability of the City to support a comprehensive crossing guard program. Our ability to continue with this work at its current level is no longer possible economically, and has resulted in a significant reduction in the number of intersections that will be staffed beginning in the fall (2010). The purpose of this letter is to inform you of the intersections that will no longer be staffed so that you can make the appropriate notifications to the children and families you serve.

The intersections that **will no longer** be served by a crossing guard:

- |                                |         |                          |
|--------------------------------|---------|--------------------------|
| ➤ Concord Bl at Ayers Rd       | School: | Ayers Elementary         |
| ➤ Lacey Ct at Lacey Ln         | School: | Cambridge Elementary     |
| ➤ Cowell Rd at St Francis Dr   | School: | El Monte Elementary      |
| ➤ Willow Pass Rd at Ashdale Av | School: | Monte Gardens Elementary |
| ➤ Thornwood Dr at Clayton Rd   | School: | Mountain View Elementary |
| ➤ Clayton Rd at Claycord Av    | School: | Silverwood Elementary    |
| ➤ Oak Grove Rd at Smith Ln     | School: | Oak Grove Intermediate   |
- (This location was served by two guards, one guard has been eliminated and the remaining guard will serve based on the bell schedule at St. Francis of Assisi School)*

The intersections that **will continue** to be served by a crossing guard:

- |                                     |         |                           |
|-------------------------------------|---------|---------------------------|
| ➤ Larkspur Dr at Landana Dr         | School: | Monte Gardens Elementary  |
| ➤ Treat Bl at San Simeon Dr         | School: | Woodside Elementary       |
| ➤ Oak Grove Rd at Chalomar Dr       | School: | Ygnacio Valley Elementary |
| ➤ Pine Hollow Rd at Pennsylvania Av | School: | Highlands Elementary      |
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## ATTACHMENT NO. 2

➤ Olivera Rd at Benton St	School:	Holbrook Elementary
➤ Wren Av at Farm Bureau Rd	School:	Wren Avenue Elementary
➤ Oak Grove Rd at Smith Ln	School:	St Francis School of Assisi
➤ Greenbush Dr at Thornwood Dr	School:	Mountain View Elementary
➤ Detroit Av at Sunshine Dr	School:	Meadow Homes Elementary
➤ Pine Hollow Rd at Mardon (Quarry)	School:	Highlands Elementary
➤ Babel Ln at Joan Av	School:	El Monte Elementary
➤ Olivera Rd at Thunderbird Dr	School:	Glenbrook Intermediate

**Point of Contact:****Lieutenant Darrell D. Graham****Concord Police Department -- Traffic Unit and Special Operations****925.671.5095**

Cc: Lieutenant Darrell Graham  
Captain Daniel Siri

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*City of Pleasant Hill*

## CITY COUNCIL STAFF REPORT

Meeting Date: July 19, 2010

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### TO THE HONORABLE MAYOR AND CITY COUNCILMEMBERS

**SUBJECT        PROFESSIONAL CROSSING GUARD SERVICES CONTRACT WITH  
                    ALL CITY MANAGEMENT SERVICES (ACMS)**

#### SYNOPSIS

During the school year, crossing guards are used at nine locations in Pleasant Hill. The crossing guards are present to help ensure the safety of children walking to and from school. The crossing guard services have been provided by a vendor. The latest contract expired at the conclusion of the 2009-2010 school year. Staff is requesting the Council adopt a resolution approving a one-year contract for the 2010-2011 school year. Costs are the same as the previous school year. The necessary funds are included in the FY 10-11 budget.

#### DISCUSSION

##### **Background**

The Police Department historically has arranged for crossing guard services on streets located in close proximity to schools operated by the Mt. Diablo Unified School District (MDUSD). Crossing guards have mostly been placed near elementary schools as children of this age are anticipated to most need the assistance of a crossing guard.

Please see *Exhibit B* of the attached *Agreement for Professional Services* for the locations of the crossing guards. Generally, crossing guards are present near all the public elementary schools located in Pleasant Hill. The crossing guard designated for placement at Viking Dr. and Ruth Dr. is the only crossing guard not located immediately near an elementary school. The crossing guard at Viking Dr. and Ruth Dr. has been placed there due to the presence of three educational institutions with large student bodies in the immediate area: Valley View Middle School, College Park High School, and Diablo Valley College. Additionally, it is possible students attending the Valhalla Elementary School and Gregory Gardens Elementary School could use the service of this crossing guard. Crossing guards are provided as part of the Department's commitment to community safety.

In 1995, Staff performed an analysis of the costs and problems encountered with operation of the crossing guard program by Police Department personnel. It was determined that it would be cheaper, more practical, and more efficient to operate the program through a vendor rather than through the Police Department. For

## CROSSING GUARD SERVICES CONTRACT

July 19, 2010

Page 2

example, the vendor solely coordinates the recruitment, selection, required background checks, payroll and payment of employees, coordination of back up or substitute employees, and other details. Please see *Exhibit A* in the attached *Agreement for Professional Services* for the various tasks handled by the vendor.

In 1995, a vendor was selected and services were provided through 2003. The vendor declined to renew the contract in 2003 and a new vendor, All City Management Services (ACMS), provided services on a one-year contract. ACMS has subsequently entered into six consecutive one-year contracts

The General Manager of ACMS, Baron Farwell, in a letter dated March 8, 2010, that ACMS is interested in providing crossing guard services for the City of Pleasant Hill for the 2010-2011 school year. Mr. Farwell advised that fees for services would remain the same as the 2009-2010 school year with a billing rate of **\$14.86** per hour.

Staff inquired with the office of MDUSD Superintendent Steve Lawrence to determine if the MDUSD would be willing or able to assume financial responsibility for the crossing guard program or join in a cost sharing agreement. Due to budget constraints, Staff was informed that the MDUSD is unable to allocate funding to the crossing guard program this school year. Please see attached letter from Mr. Lawrence labeled as *Exhibit C*.

The cost of crossing guard services for the City over the last ten years is documented below. The Finance Department and/or Department invoices are the source of this information.

<u>Fiscal Year</u>	<u>Total Cost</u>
09-10	\$94,964
08-09	\$93,506
07-08	\$93,506
06-07	\$89,859
05-06	\$84,152
04-05	\$86,279
03-04	\$85,263
02-03	\$72,934
01-02	\$77,193
00-01	\$79,264

**CROSSING GUARD SERVICES CONTRACT**

July 19, 2010

Page 3

**Analysis**

ACMS has been effective in providing service.

Staff checked with other jurisdictions to assess the performance of ACMS or to see if another vendor would be suitable. Staff learned there are few vendors available. Neighboring jurisdictions, including Concord and Walnut Creek, used the services of ACMS this past year. Staff learned Walnut Creek will use the services of ACMS for the 2010-2011 school year. Staff learned the rate charged to Pleasant Hill is comparable to that of Walnut Creek. The City of Concord is seeking the services of another vendor for the 2010-2011 school year at a comparable rate as the rate proposed by ACMS, albeit 66 cents per hour lower, than ACMS will charge Pleasant Hill. The City of Concord had used the service of ACMS for the past 9 years.

ACMS will provide crossing guard services to the City for a rate of \$14.86 per hour. This rate includes, but is not limited to, costs associated with recruitment, background clearance, training, supervision, payroll, and management of the crossing guard program. ACMS will bill the City only for the actual hours of coverage. Coverage for the school year totals approximately 6480 hours or 36 hours daily excluding weekends, school holidays, and school breaks. In FY 09-10 the total hours of coverage was 6390. Crossing guards are present two hours in the morning and two hours in the afternoon at nine locations for a total of four hours of coverage per location. Each intersection is covered by a single guard. Coverage hours coincide with the times school starts and ends daily.

There is no increase in the rate from the 2009-2010 school year. Please see the attachment, *Agreement for Professional Services*, for further details. If coverage occurs for all available hours, and the hours of coverage are approximately the same as FY 09-10, the cost of the contract should be approximately \$96,292.80 for the 2010 to 2011 fiscal and school year.

**FISCAL IMPACT**

The total amount of this one-year contract is projected at \$96,292.80. Since the cost is determined through the actual hours billed, costs may be slightly lower as in the last contract (2009-10) in which the same projected amount was forecast but the actual cost was \$94,964.49. The Finance Department has confirmed these funds are available.

Staff contacted the Finance Department and learned funding for the contract is available in the Traffic Safety Fund (Fund 11). The total cost of the proposed contract will be paid from Fund 11; all Fund 11 monies are designated for crossing guard costs.



**CROSSING GUARD SERVICES CONTRACT**

July 19, 2010

Page 4

**PUBLIC CONTACT**

Public contact was made through posting of the City Council Agenda on the City's official notice bulletin board, posting of the agenda and staff report on the City's web page, and availability of the agenda and staff report in the City Clerk's office, at the County Central Library, and at the Pleasant Hill Police Department.

**ALTERNATIVES TO RECOMMENDED ACTION**

1. *Attempt to locate another vendor.* Staff learned few vendors provide service. Staff is aware other jurisdictions have sought alternative vendors but some prospective vendors do not have a demonstrated record of effective service and are essentially new crossing guard service providers or vendors. ACMS is an experienced vendor with a proven service history.

Staff is also aware a neighboring jurisdiction intends to use another vendor for the 2010-2011 school year at a rate slightly lower than that proposed of ACMS. However, the 2010-2011 school year will also be the first time the neighboring jurisdiction will have used that vendor. Given the proven service history of ACMS, the unproven service history of the other vendor, and roughly comparable expense, Staff recommends retention of ACMS for the upcoming school year. Since this is a proposed one year agreement with ACMS, Staff will be able to assess the performance of the vendor in the neighboring jurisdiction to determine if that vendor is suitable for future contracts.

Staff could research the use of other vendors. Staff could conduct this research within 30 days, but crossing guards would not likely be in place until October to December, 2010, due to the anticipated time elapsed with research, preparation of a possible contract, and recommendation on action to the Council at a later meeting.

2. *Choose not to provide Crossing Guard Services.* If Council elected to discontinue providing crossing guard services, police staff would recommend several immediate steps. First, in addition to normal ongoing community traffic safety education, staff would launch a focused and urgent public outreach campaign to students, parents and school staffs to train on proper pedestrian safety skills near and around schools. The focus of this education would be in those areas where a crossing guard was previously located. Second, police staff would begin meeting with school administrators and traffic engineering consultants to determine how best to reduce hazards to students walking through intersections where a crossing guard was no longer present. Third, staff would make every effort to increase patrols in those intersections where crossing guards had been located to help ensure safe passage for students. These increased patrols would be dependent on the time of day and the need to deploy officers to other areas of the City for higher priority calls for service.

**CROSSING GUARD SERVICES CONTRACT**

**July 19, 2010**

**Page 5**

**RECOMMENDED CITY COUNCIL ACTION**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a contract with ACMS in a form to be approved by the City Attorney.

Prepared by: Peter Enea  
Lieutenant

Reviewed by: Pete W. Dunbar  
Chief of Police

Attachments: Resolution  
Agreement for Professional Services  
Exhibits A-C

L:\MARILYN\pd\Crossing Guard Staff Report 2010-2011.docx0

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the nineteenth day of July, 2010, by and between the City of Pleasant Hill ("City") and All City Management Services, ("Consultant").

### RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

"Consultant shall perform the services described on Exhibit B which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time."

2. Time of Performance. This is a one-year Agreement. Contractor's services shall begin no later than the first day of the 2010-11 school year and shall terminate at the end of this same school year.

3. Compensation. Compensation to be paid to Consultant shall be at an hourly rate of \$14.86 per hour. This rate includes, but is not limited to recruitment, background clearance, training, supervision, payroll and management of the Crossing Guard Program.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after

approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used,

either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Pleasant Hill, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Pleasant Hill business license.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Pleasant Hill  
100 Gregory Lane  
Pleasant Hill, CA 94523-3323

If to Consultant:                   All City Management Services  
   1749 S. La Cienega Blvd.,  
   Los Angeles, CA 90035

15. Consultant's Books and Records.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.



17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

20. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

22. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PLEASANT HILL:

\_\_\_\_\_  
June Catalano  
City Manager

CONSULTANT:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business License # 0000033960

APPROVED AS TO FORM:

\_\_\_\_\_  
Debra S. Margolis  
City Attorney

ATTEST:

\_\_\_\_\_  
Marty McInturf  
City Clerk

Attachments:

Exhibit A Scope of Services and Special Provisions  
Exhibit B Locations and Times

## EXHIBIT A

## Scope of Services and Special Provisions

This document details the scope of work and special provisions incorporated into the Agreement for Crossing Guard Services between the City of Pleasant Hill and the Consultant.

1. Purpose of Intent: Each school day, in the Mt. Diablo Unified School District, the Consultant shall provide one capable, reliable, fully trained crossing guard (CG) to serve as a adult CG at each of the locations and times specified in the category titled "Locations and times" and pursuant to the terms of the Agreement.

For the purpose of this Agreement, the term Crossing Guard (CG) includes any and all fully trained substitutes.

2. Substitutes: The Consultant shall assure that there is at least one substitute CG available for every four CG locations, or fraction thereof.
3. Time of Performance: This is a one-year Agreement. The services of the Consultant are to commence no later than the first day of school in the 2010-11 school year and shall continue until the end this same school year.
4. Management and Supervision: Consultant shall provide fully trained supervision and/or management personnel who shall coordinate and schedule the work of CG services.
  - A. The Consultant shall keep the City informed of the name and contact telephone number(s), including non-work numbers, of their assigned CG supervisor.
  - B. The City representative for the administration of this Agreement shall be the Patrol Division Commander, or his/her absence, the Watch Commander.
  - C. While neither the City nor the police directly supervise or control the CGS, because of the unique public safety nature of the CG assignment, a representative of the Police Department may, from time to time, offer suggestions or advice directly to individual CGS as to how the safety of the children or the safety or performance of the CG might be improved.
5. Locations and Times: The City may change, add or eliminate hours of work or locations as the need arises or requirements change (See Exhibit B). Compensation to the Consultant shall be adjusted accordingly.

During the school year, the Consultant is to consult directly with each school whose students use the crossing locations and make appropriate adjustments to the time of work of the appropriate CG, for special, day at a time, conditions.

6. Recruitment and Screening: Applicants for CG positions shall be screened by the Consultant for basic qualifications.
  - A. If acceptable to the Consultant, the CG applicant shall be sent to the Pleasant Hill Police Department for fingerprinting and a background screening to determine suitability for employment.

B. Background screening shall include a formal inquiry into local, state and federal criminal history records. The Police Department shall pay any necessary fingerprint processing or other background fees. Any applicant deemed not acceptable by the Police Department shall not be employed as a CG under this Agreement.

7. Training: Consultant shall fully train each CG before assignment to duties. Minimum training shall include, but not be limited to, pertinent Municipal Code and Vehicle Code laws relating to CG rights, obligations and duties.

Upon request of the consultant, the City, through the Police Department, may provide up to two hours of "basic" training to heretofore untrained CG services.

8. Clothing and Equipment: The City shall provide Consultant with twelve CG stop signs and "safety vests". This equipment remains the property of the City and shall be returned to the City at the termination of this Agreement. All other necessary clothing and equipment shall be provided by the Consultant or CG.

A. CGS shall only use approved CG stop signs.

B. When working, the CG shall wear the designated "safety vest" as his or her outermost garment.

9. Vacant positions: If for any reason, the contractor is unable to fill one or more CG locations for the assigned times, the Consultant shall immediately notify the Police Department Watch Commander.

10. Reporting hazards/violations: CGS shall report to the Police department all serious hazards, traffic violations or criminal violations that they observe or have knowledge of, that affect the safety of children at or near their assigned location. Reporting shall be as soon as reasonable, given their crossing duties, but in the event, by the end of the same day as the occurrence.

## EXHIBIT B

## Locations and times

The Crossing Guard locations and times for the 2010-11 school year are as follows:

<u>LOCATIONS</u>	<u>TIME</u>	<u>HOURS</u>
Boyd Road Patterson Blvd	0730-0930 1300-1500	4
Contra Costa Blvd Ellinwood Drive	0730-0930 1300-1500	4
Gregory Lane Brandon Road	0700-0900 1300-1500	4
Gladys Drive Helen Drive	0700-0900 1300-1500	4
Monument Blvd Buskirk Avenue	0745-0945 1300-1500	4
Oak Park Blvd Wendell Lane	0715-0915 1300-1500	4
Pleasant Hill Rd. Paradise Lane	0715-0915 1300-1500	4
Viking Drive Odin Drive	0715-0915 1300-1500	4
Viking Drive Ruth Drive	0715-0915 1300-1500	4

\*\*Total 36 hours per day

The City may change, add or eliminate hours of work or locations as the need arises or requirements change. Compensation to the Contractor shall be adjusted accordingly. During the school year, the Contractor is to consult directly with each school whose students use the crossing locations and make appropriate adjustments to the times of work of the appropriate CG, for special, day at a time, conditions.



EXHIBIT C

MT. DIABLO UNIFIED SCHOOL DISTRICT  
JAMES W. DENT EDUCATION CENTER  
1936 Carlotta Drive  
Concord, California 94519-1397  
(925) 682-8000

OFFICE OF  
SUPERINTENDENT

June 30, 2010

Lieutenant Peter Enea  
Patrol Division Commander  
Pleasant Hill Police Department  
330 Civic Drive  
Pleasant Hill, CA 94523

Dear Lieutenant Enea:

I am writing to confirm that yet again the Mt. Diablo Unified School District does not have the funds to provide crossing guards to the City of Pleasant Hill. As a result of decreasing revenues and declining student enrollment, the District's annual operating deficit is projected to average nearly \$13 million per year for the next three years, on top of the approximately \$24.8 million deficit for what remains of the 2009/10 fiscal year.

We appreciate the City of Pleasant Hill's continuing commitment to provide crossing guards for our students' safety before and after school.

If you have any questions, please call me at (925) 682-8000, ext. 4000.

Sincerely,

A handwritten signature in cursive script that reads "Steven Lawrence".

Steven Lawrence  
Superintendent

**TO: TRANSPAC TAC**

**FROM: Lynn Overcashier**

**DATE: October 28, 2010**

**SUBJECT: Request Authorization for the 511 Contra Costa - TRANSPAC/TRANSPLAN TDM Program Manager to Submit Grant Applications to: CCTA for FY 2011/2012 Measure J Commute Alternative Funds; to the Bay Area Air Quality Management District for FY 2011/2012 TFCA Funds; to MTC for CMAQ (Employer Outreach Funds); to Execute the Required Grant Contracts; and to Enter into Cooperative Agreements with the Respective Funding Agencies**

With legislation (AB 32 and SB 375) requiring greenhouse gas emissions (GHG) reductions, the 511 Contra Costa programs have a proven success record with the Bay Area Air Quality Management District in reducing vehicle miles traveled (VMT) and GHG emission reductions. The Program includes elements annually which promote all types of commute alternatives to residents, students and commuters traveling to and from Contra Costa County. The program elements are refined and changed each year to ensure the maximum cost effectiveness, as determined by the Bay Area Air Quality Management District (BAAQMD), the Metropolitan Transportation Commission (MTC), and CCTA.

In 2008 the BAAQMD gave the TRANSPAC/TRANSPLAN TDM program a three year reprieve from having to conduct follow-up surveys of its programs, due to proven cost-effectiveness and consistent results from programs for many years. The 2011/12 year will once again be a year to provide comprehensive follow-up analysis of trips reduced and emission reductions.

The 511 Contra Costa Program for Central and East County in the new workplan will focus more on municipal, employer and community services and will rely less upon direct incentives to participants to promote VMT and GHG emission reductions.

In order to allow for the most flexibility in programming the funds, one large application of program elements is being recommended for 2011/12. Program elements include:

- Work with local jurisdictions to integrate VMT/GHG reductions measured as a result of the 511 Contra Costa programs into the development of both municipal and community-based Climate Change Action Plans.
- Electric Charging Program provides funds to jurisdictions for electric charging stations, lease of electric plug-in vehicles and bicycles to promote the use of this technology and to continue to expand the network of charging stations in Contra Costa County.
- Comprehensive Trip Reduction Program will include fewer incentives for carpoolers

or transit riders, and more pledges with overall prizes. Staff will continue to work with transit agencies on special promotions, however there will be less emphasis on the value of the incentive and more focus on encouragement of mode change through worksite visits and one-on-one meetings.

- **Employer Outreach** – These services assist employers in Central and East County in ways to help retain businesses and promote economic development. Services include elements which reduce SOV commuting to worksites, including: distribution and analysis of transportation surveys; promoting telework; promoting car-sharing programs; encouraging and seeking funding for clean fuel infrastructure at worksites; staffing transportation/health fairs; customized ridematch assistance; tax benefit information distribution; bicycle parking infrastructure and wayfinding signage.
- **SCHOOL-BASED PROGRAMS** – Staff will work with local jurisdictions, school, parents, PTAs and others expand the current school-based Walk and Roll 2 School, bicycle infrastructure and Safe Routes to School programs which are currently being implemented in the 2010/11 TDM Program. Additional emphasis may include better signage for safer ingress/egress near schools.
- **COMMUNITY OUTREACH PROGRAM** – Staff will be working with local jurisdictions to distribute more “green” transportation information and program elements through city newsletters, libraries and through other city events to inform residents of ways to reduce VMT and GHG emissions.
- **ACTION PLAN IMPLEMENTATION** - Both the TRANSPAC and TRANSPLAN Action Plans include actions and programs which are to be developed and implemented by the 511 Contra Costa (TRANSPAC/TRANSPLAN TDM) Program. These include Community-Based Trip Reduction Outreach and expansion of Telework programs and education. Partnering with local agencies, clean fuel vehicle infrastructure funding and installation will be developed (e.g. plug-in locations for hybrid (electric) vehicles in public locations).
- **BICYCLE/SKATEBOARD INFRASTRUCTURE** - Staff works with the RTPC TACs to develop bicycle/pedestrian projects and assist in project delivery of bicycle/pedestrian gap closure projects. Bicycle lockers and racks will be installed at locations prohibited by the BAAQMD (e.g. some school sites and locations not available to the general public). Skateboard racks will be installed at additional school and public locations, per recommendations by the TRANSPAC/TRANSPLAN TACs and schools.
- **WEBSITE DEVELOPMENT AND MAINTENANCE** - The 511CC website is a comprehensive one-stop location for Bay Area transportation information with an emphasis on Contra Costa employer and commuter services. In the fall of 2002, staff developed and began hosting RTPC websites and currently hosts TRANSPAC ([www.transpac.us](http://www.transpac.us)), TRANSPLAN ([www.transplan.us](http://www.transplan.us)), in addition to the [www.511contracosta.org](http://www.511contracosta.org) site. The TRANSPAC and TRANSPLAN websites provide direct access to the RTPC sites making it easier to offer the agendas, minutes, and other important transportation information directly to the public.
- **iPHONE APPLICATIONS** – Staff will investigate development of additional appropriate iPhone applications as they relate to 511 CC’s goal of reducing VMT and GHG emissions. Applications for Blackberry PDAs will also be investigated. The new web application of Bike



Mapper will be developed for a smart phone application.

- **STAFF LIAISON ACTIVITIES-** Staff participates in many local and regional meetings to ensure coordination, promotion and funding for TDM activities through CCTA committees, MTC, BAAQMD, ACT, League of California Cities' Transportation Policy Committee and its Climate Change Task Force, TRB's TDM Committee, TDM Institute, ACT and other organizations and agencies.
- **TFCA AND MTC APPLICATION DEVELOPMENT, SUBMITTAL AND FUNDING AGREEMENTS-** BAAQMD policy prohibits expenditure of TFCA funds for costs associated with drafting TFCA applications; assisting other agencies with TFCA applications; coordinating the submittals through the RTPC, CCTA and BAAQMD, and other program development activities.

Funding is expected to be lower than previous years due to a decrease in vehicle registration funds (TFCA) and lower sales tax allocations from Measure J. Budget numbers are currently in draft form, pending notification from the BAAQMD and CCTA of actual funds available. The TRANSPAC/TRANSPLAN allocation is estimated to include approximately \$700,000 TFCA, \$39,900 MTC CMAQ, and \$300,000+/- Measure C/J Carpool, Vanpool, Park & Ride Lot funds.



## TRANSPORTATION SALES TAX EXPENDITURE PLAN

## Table of Expenditure Plan Allocations

		Distribution of Funding By Subregion				
	\$ millions	%	Central (a)	West (b)	Southwest (c)	East (d)
<b>CAPITAL IMPROVEMENT PROJECTS <sup>1</sup></b>						
1. Caldecott Tunnel Fourth Bore	125	6.3%	62.5		62.5	
2. BART - East Contra Costa Rail Extension	150	7.5%				150.0
3. State Route 4 East Widening	125	6.3%				125.0
4. Capitol Corridor Improvements Including Rail Stations at Hercules and Martinez	15	0.8%	7.5	7.5		
5. East County Corridors: Vasco Rd, SR4 Bypass, Byron Hwy, Non Freeway SR4	94.5	4.7%				94.5
6. Interchange Improvements on I-680 & State Route 242	36	1.8%	36.0			
7. I-680 Carpool Lane Extension and Interchange Improvements	30	1.5%		30.0		
8. I-680 Carpool Lane Gap Closure/ Transit Corridor Improvements	100	5.0%	75.0		25.0	
9. Richmond Parkway	16	0.8%		16.0		
SUBTOTAL	691.5	34.6%	181.0	53.5	87.5	369.5
<b>COUNTYWIDE CAPITAL AND MAINTENANCE PROGRAMS</b>						
10. BART Parking Access and Other Improvements	41	2.1%	12.0	15.0	3.0	11.0
11. Local Streets Maintenance & Improvements <sup>2</sup>	360	18.0%	108.0	82.8	79.2	90.0
12. Transportation for Livable Communities Project Grants <sup>3</sup>	100	5.0%	29.0	24.0	18.0	29.0
13. Pedestrian, Bicycle and Trail Facilities <sup>3</sup>	30	1.5%	2.5	2.5	2.5	2.5
SUBTOTAL	531	26.6%	151.5	124.3	102.7	132.5
<b>OTHER COUNTYWIDE PROGRAMS</b>						
14. Bus Services <sup>4</sup>	100	5.0%	24.0	52.0	15.0	9.0
15. Transportation for Seniors & People with Disabilities <sup>4</sup>	100	5.0%	25.0	35.0	17.0	23.0
16. Express Bus <sup>4</sup>	86	4.3%	20.0	40.0	20.0	6.0
17. Commute Alternatives	20	1.0%	5.8	4.8	3.6	5.8
18. Congestion Management, Transportation Planning, Facilities & Services	60	3.0%				
SUBTOTAL	366	18.3%	74.8	131.8	55.6	43.8
<b>SUBREGIONAL PROJECTS AND PROGRAMS</b>						
19. Additional Bus Transit Enhancements <sup>4</sup>	68.5	3.4%	24.0	44.5		
20. Additional Transportation for Seniors and People with Disabilities <sup>4</sup>	23	1.2%	10.0	13.0		
21. Safe Transportation for Children <sup>4</sup> (Lamorinda and San Ramon Valley School Bus Programs, West County Low Income Student Bus Pass Program, Central County School Access Programs, Pedestrian and Bicycle Improvements, etc.)	90.9	4.5%	10.0	14.5	66.4	

## TRANSPORTATION SALES TAX EXPENDITURE PLAN

For the transit operating programs (Bus Services, Transportation for Seniors & People with Disabilities, and Express Bus) for years in which sales tax revenues increase at or above the change in the Consumer Price Index, the Authority will require that each recipient/operator retain up to 3 percent of its annual allocation to accumulate in a reserve. The reserve would be available as a contingency for application when one or more periods of decline in sales tax revenues, in inflation-adjusted dollars, requires application of the funds to "smooth out" the flow of revenues. The reserves would be available to sustain operations in the event of such economic downturns.

### 14 Bus Services ..... 5% (\$100 million)

This program provides funding for bus service provided by Contra Costa transit operators to alleviate traffic congestion and improve regional or local mobility for Contra Costa. Funds can be used to purchase transit vehicles, service operations, maintenance and capital programs to assist operators in the implementation of adopted plans.

The percentage of program funding now allocated to the bus transit operators will continue. Reflecting the current distribution among the four parts of the county, the percentage of annual sales tax revenues will be distributed as follows, provided that the bus transit operators jointly consult and collectively report to the Authority each year on any proposed changes to the services that are currently funded from Measure C revenues, and the Authority concurs with the change:

- ▢ AC Transit, 2% (\$40 million);
- ▢ County Connection, 2% (\$40 million);
- ▢ Tri-Delta Transit, 0.4% (\$8 million);
- ▢ WestCAT, 0.6% (\$12 million);
- ▢ Golden Gate Transit Service from Richmond to Marin shall be funded at the discretion of WCCTAC and West County operators from the West Contra Costa transit funds.

Under the subregional programs category, additional increments of 2.2% and 1.2% of annual sales tax revenues are available for West and Central County, respectively.

### 15 Transportation for Seniors & People With Disabilities ..... 5% (\$100 million)

Transportation for Seniors & People With Disabilities or "Paratransit" services can be broadly divided into two categories: (1) services required to be provided by transit operators under the Americans with Disabilities Act (ADA) to people

## TRANSPORTATION SALES TAX EXPENDITURE PLAN

with disabilities; and (2) services not required by law but desired by community interests, either for those with disabilities beyond the requirements of the ADA (for example, extra hours of service or greater geographic coverage), or for non-ADA seniors.

All current recipients of Measure C funds will continue to receive their FY 2008-09 share of the "base" Measure C allocation to continue existing programs if desired, subject to Authority confirmation that services are consistent with the relevant policies and procedures adopted by the Authority. Revenue growth above the base allocations will be utilized to expand paratransit services and providers eligible to receive these funds.

Paratransit funding will be increased from the current 2.97% to 3.5% of annual sales tax revenues for the first year of the new program, FY 2009-10. Thereafter, the percentage of annual sales tax revenues will increase by 0.10 % each year, to 5.9% in 2034 (based on a 25-year program). In 2003 dollars, this averages to 4.7% over the life of the program, which has been rounded to 5% to provide some flexibility and an opportunity to maintain a small reserve to offset the potential impact of economic cycles. The distribution of funding will be as follows:

- West County paratransit program allocations will start at 1.225% of annual sales tax revenues in FY 2009-10, and grow by 0.035% of annual revenues each year thereafter to 2.065% of annual revenues in FY 2033-34. (An additional increment of 0.65% of annual revenues is available for West County under its subregional program category.) In addition to the current providers, paratransit service provided by AC Transit and BART (East Bay Paratransit Consortium) in West County is an eligible recipient of program funds.
- Central County paratransit program allocations will start at 0.875% of annual sales tax revenues in FY 2009-10 and grow by 0.025% of annual revenues each year thereafter to 1.475% of annual revenues in FY 2033-34. (An additional increment of 0.5% of annual revenues is available for Central County under its subregional program category.)
- Southwest County paratransit program allocations will start at 0.595% of annual sales tax revenues in FY 2009-10 and grow by 0.017% of annual revenues each year thereafter to 1.003% of annual revenues in FY 2033-34.
- East County paratransit program allocations will start at 0.805% of annual sales tax revenues, and increase by 0.023% of annual revenues thereafter to 1.357% of annual revenues in FY 2033-34.

Transportation for Seniors & People with Disabilities funds shall be available for (a) managing the program, (b) retention of a mobility manager, (c) coor-

## TRANSPORTATION SALES TAX EXPENDITURE PLAN

dination with non-profit services, (d) establishment and/or maintenance of a comprehensive paratransit technology implementation plan, and (e) facilitation of countywide travel and integration with fixed route and BART specifically, as deemed feasible.

Additional funding to address non-ADA services, or increased demand beyond that anticipated, can be drawn from the "Subregional Transportation Needs Funds" category, based on the recommendations of individual subregions and a demonstration of the financial viability and stability of the programs proposed by prospective operator(s).

**16 Express Bus.....4.3% (\$86 million)**

Provide express bus service and Bus Rapid Transit (BRT) service to transport commuters to and from residential areas, park & ride lots, BART stations/transit centers and key employment centers. Funds may be used for bus purchases, service operations and/or construction/management/operation of park & ride lots and other bus transit facilities. Reserves shall be accumulated for periodic replacement of vehicles consistent with standard replacement policies.

**17 Commute Alternatives.....1% (\$20 million)**

This program will provide and promote alternatives to commuting in single occupant vehicles, including carpools, vanpools and transit.

Eligible types of projects may include but are not limited to: parking facilities, carpooling, vanpooling, transit, bicycle and pedestrian facilities (including sidewalks, lockers, racks, etc.), Guaranteed Ride Home, congestion mitigation programs, SchoolPool, and clean fuel vehicle projects. Program and project recommendations shall be made by each subregion for consideration and funding by the Authority.

**18 Congestion Management, Transportation Planning, Facilities and Services.....3% (\$60 million)**

Implementation of the Authority's GMP and countywide transportation planning program; the estimated incremental costs of performing the Congestion Management Agency (CMA) function currently billed to local jurisdictions; costs for programming federal and state funds; project monitoring; and the facilities and services needed to support the Authority and CMA functions.

### **Subregional Projects and Programs**

The objective of the Subregional Projects and Programs category is to recognize the diversity of the county by allowing each subregion to propose projects and programs critical to addressing its local transportation needs. There are four subregions within Contra Costa: Central, West, Southwest and East County, each represented by a Regional Transportation Committee (RTPC). Central County (the TRANSPAC subregion) includes Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek and the

## TRANSPORTATION SALES TAX EXPENDITURE PLAN

unincorporated portions of Central County. West County (the WCCTAC subregion) includes El Cerrito, Hercules, Pinole, Richmond, San Pablo and the unincorporated portions of West County. Southwest County (the SWAT subregion) includes Danville, Lafayette, Moraga, Orinda, San Ramon and the unincorporated portions of Southwest County. East County (the TRANSPLAN subregion) includes Antioch, Brentwood, Oakley, Pittsburg and the unincorporated portions of East County.

Each subregion has identified specific projects and programs which include: school bus programs, safe routes to school activities, pedestrian and bicycle facilities, incremental transit services over the base program, incremental transportation services for seniors and people with disabilities over the base program, incremental local street and roads maintenance using the population and road-miles formula, major streets traffic flow, safety, and capacity improvements, and ferry services.

With respect to transit operations (bus, transportation for seniors & people with disabilities, ferries and express bus), the Authority will allocate funds on an annual basis and will establish guidelines (in cooperation with transit operators through the Bus Transit Coordinating Council) so that the additional revenues will fund additional service in Contra Costa. The guidelines may require provisions such as maintenance of effort, operational efficiencies including greater coordination promoting and developing a seamless service, a specified minimum allowable farebox return on sales tax extension funded services, and reserves for capital replacement, etc.

For an allocation to be made by the Authority for a subregional project and program, it must be included in the Authority's Strategic Plan.

### CENTRAL COUNTY (TRANSPAC)

#### **19a Additional Bus Service Enhancements ..... 1.2% (\$24 million)**

Funds will be used to enhance bus service in Central County, with services to be jointly identified by TRANSPAC and County Connection.

#### **\* 20a Additional Transportation Services for Seniors and People & Disabilities ..... 0.5% (\$10 million)**

Funds will be used to supplement the services provided by the countywide transportation program for seniors & people with disabilities and may include provision of transit services to programs and activities. Funds shall be allocated annually as a percentage of total sales tax revenues, and are in addition to funds provided under the base program as described above.

#### **21a Safe Transportation for Children ..... 0.5% (\$10 million)**

TRANSPAC will identify specific projects which may include the SchoolPool and Transit Incentive Programs, pedestrian and bicycle facilities, sidewalk construction and signage, and other projects and activities to provide transportation to schools.