Community Innovation Challenge Grant and CrossTown Connect

Project Update
& Next Steps

Doug.

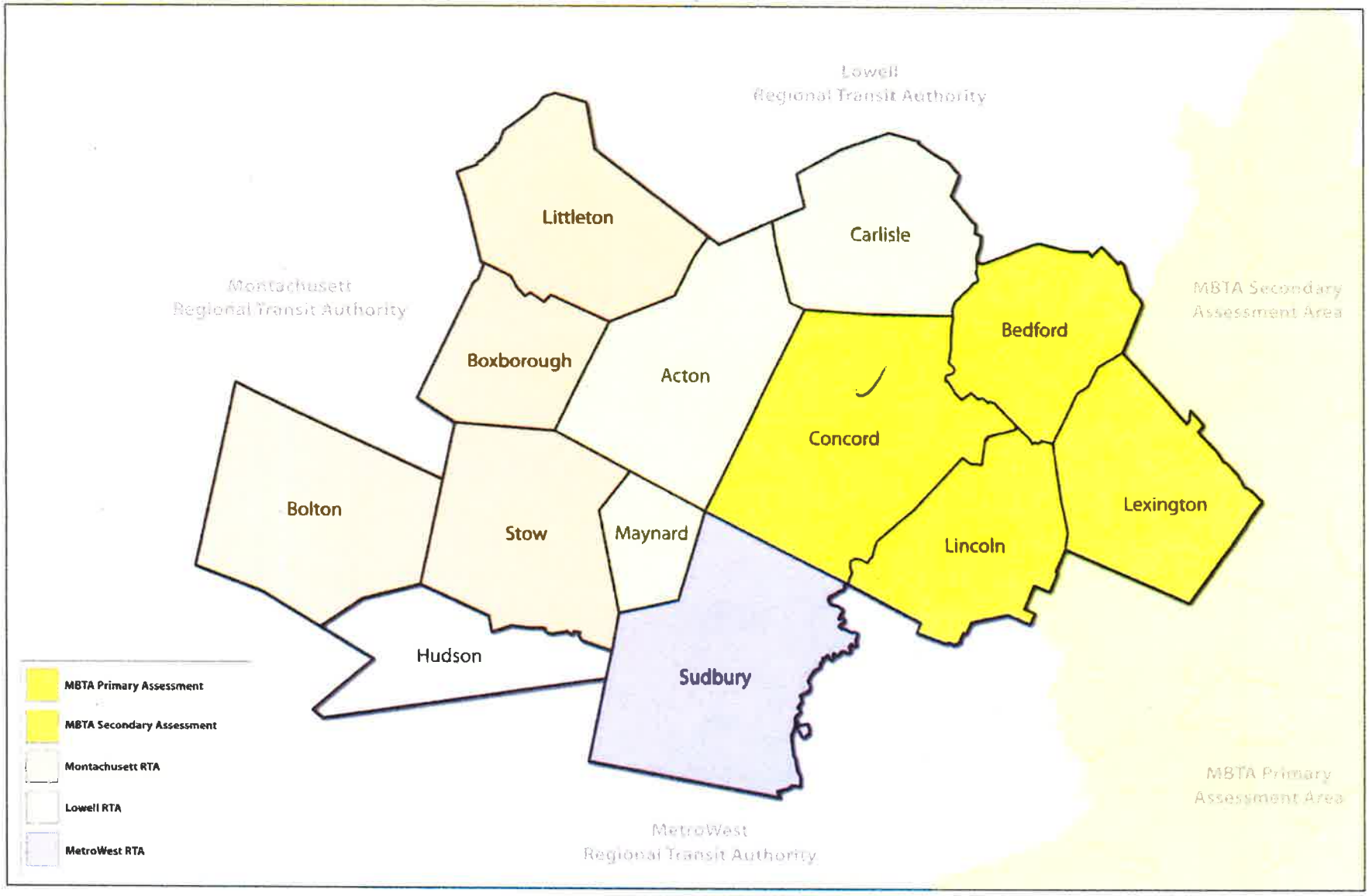
Regional Transportation Update

- Community Innovative Challenge Grant
  - Challenges
  - Final Report Submitted
  - Transition to Transportation Management Association (TMA)
  - Branding the TMA
    - Name, Tag line and logo
  - Implementation - Budget

CHALLENGES

- Expanding Interested Stakeholders
  - Concord and Westford
  - Cisco, Fiba, Gutierrez Company, IBM & Sam Park Co
- New Model Needs to Fit a Legal Standard
  - Public/Private Partnership
  - Inter-municipal Agreements
- Dispatch Technology
  - Independent Scheduling
  - Dispatcher/Driver Data sharing

Regional Transportation Alliances



Community Innovation Challenge Grant

- Final Report
  - The goals of the TMA will address:
    - "Daily needs" trips for area residents such as shopping or medical appointments
    - Traditional commuting from the service area into the immediate Boston area
    - Suburb to suburb commuting
    - Reverse commuting from the immediate Boston area to this service area

- Transition to TMA
  - Inter-municipal Agreement
  - 501 (c) 4 –
    - Public Members Only
    - Private Members Only
    - Hybrid Public/Private
  - Entity Created By New Legislation
  - Existing TMA

Recommendation

- Inter-municipal Agreement on Steroids
  - Agreements would specify mechanisms for
    - Private support matched to public services
    - Selection of lead community
- Transition to TMA with targeted legislation changes
  - Amend existing IMA legislation
    - Allow formation of public/private TMA
    - Address liabilities/conflict of interest, etc.

How to Brand the TMA?

- Brand Name?
  - CrossTown Transit
  - CrossTown Transportation
  - CrossTown Connect
- CrossTown Connect Consensus Choice

- Consultant Recommended - Tag Lines
  - A Collaborative Community Transportation Network
  - A Collaborative Community Transportation System
  - A Transportation Network Bringing Communities Together
- Tag Lines not warmly received
- Jessica Strunklin – 495 Partnership
  - Your Community, Your Transportation, Your Way
  - Consensus Agreement

- Consultant Recommended Logos?

CROSSTOWN CONNECT

CrossTown Connect

CROSSTOWN CONNECT

CrossTownConnect

Your Community, Your Transportation, Your Way

What will be the next steps?

- Implement the Three Grant Awards
  - Community Innovation Challenge Grant
    - $60,000 ✓
  - Mobility Manager Grant
    - $16,000 ✓
  - Dispatch Services Grant
    - $40,000 ✓

Community Innovative Challenge 2

- Grant has a four prong focus
  - Identify and seek additional public partners
    Concord and Westford already committed
  - Identify and seek additional private partners
    Cisco, FIBA, IBM, Guitterez Company
    and Sam Park Co letters of support
  - Advance Dispatching Technology
  - Assist in Implementation of the TMA

- Community Innovation Challenge 2
  - Contract with ANF signed
  - RFP advertised and awarded to TransAction Associates
    - Analyze new partners (Concord and Westford)
      - July through September
    - Advance Dispatch Technology
      - August 1st implementation date
    - Operate and Manage CrossTown Connect
      - 6 months at half budget

CrossTown Connect

- Mobility Manager
  - Public and Private Transportation Services
    - Inventory of services
    - Development of Data base
  - Outreach and Information
    - Local Businesses
    - Municipalities

CrossTown Connect

- Dispatch Services
  - Each Town will retain its services
    - Vans
    - Drivers
  - Dispatch hours will be increased
    - Same day scheduling
    - Increase efficiency and effectiveness

INTERMUNICIPAL AGREEMENT

for the Provision of

Transportation Management Services

By and Between the:

TOWN OF ACTON,

TOWN OF BOXBOROUGH,

TOWN OF CONCORD,

TOWN OF LITTLETON,

TOWN OF MAYNARD

TOWN OF STOW,

TOWN OF WESTFORD

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (the "Agreement") is entered into this ___day of _____, 2013, by and among:

- The Town of Acton (hereinafter referred to as "Acton"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 472 Main Street, Acton, MA 01720, acting by and through its Board of Selectman;

- The Town of Boxborough (hereinafter referred to as "Boxborough"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 29 Middle Road, Boxborough MA 01719, acting by and through its Board of Selectman;

- The Town of Concord (hereinafter referred to as "Concord"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 22 Monument Square, Concord, MA 01742, acting by and through its Board of Selectman;

- The Town of Littleton (hereinafter referred to as "Littleton"), a Massachusetts municipal corporation with a principal place of business at the Littleton Town Offices, 37 Shattuck Street, Littleton MA 01460, acting by and through its Board of Selectman;

- The Town of Maynard (hereinafter referred to as "Maynard"), a Massachusetts municipal corporation with a principal place of business at the Maynard Town Offices, 195 Main Street, Maynard MA 01754, acting by and through its Board of Selectman;

- The Town of Stow (hereinafter referred to as "Stow"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 380 Great Road, Stow, MA 01775, acting by and through its Board of Selectman;

- The Town of Westford (hereinafter referred to as "Westford"), a Massachusetts municipal corporation with a principal place of business at the Town Hall, 55 Main Street, Westford MA 01886, acting by and through its Board of Selectman;

(each town or governmental unit a "Party" and all collectively the "Parties").

RECITALS

WHEREAS, G.L. c. 40, § 4A, as amended, allows the Chief Executive Officer of a city or town, or a board, committee, or officer authorized by law to execute a contract in the name of a governmental unit to enter into agreements with one or more other cities, towns or governmental units to perform jointly activities or undertakings which any one of them is authorized by law to perform.

WHEREAS, G.L. c. 40, § 4A, as amended, sets forth requirements for and parameters of such intermunicipal agreements.

WHEREAS, the Parties collectively seek to provide coordinated, cross-town transportation management services ("TMS") to further the public health, safety and welfare in their respective communities by creating more efficient transportation management and related services among residents and businesses; providing leadership in combining area resources to maximize mobility within and access to the communities; coordinating a network of transportation resources; enhancing the area's economic vitality while mitigating traffic impacts; and making efficient use of public transportation resources.

WHEREAS, the Parties believe it is in their best interests to provide TMS by, among other things, coordinating and sharing dispatch and other administrative capabilities in connection with their current provision of transportation services; coordinating existing TMS such as community ride and elderly transportation services; contracting collectively with private entities to provide additional TMS; providing TMS to private entities and institutions within their communities in exchange for service fees; and seeking legislative reform or authorization to permit formation of an entity consisting of governmental, private, and institutional entities to offer TMS.

WHEREAS, each Party has authorized participation in the Agreement.

WHEREAS, the Parties have applied or will apply collaboratively for Local, State or Federal funding to provide TMS.

WHEREAS, the Parties agree to designate a Lead Party to streamline the administration of services under this Agreement;

NOW, THEREFORE, for adequate consideration the receipt and sufficiency are hereby acknowledged, pursuant to the authority contained in G.L. 40, § 4A, the Parties mutually agree as follows:

SECTION 1 - SCOPE OF SERVICES UNDER AGREEMENT

1.1 The Parties agree to coordinate and improve cross-town TMS in three phases as follows:

(a) Phase I: Coordination of Existing TMS

- Sharing and coordination of dispatch services for existing TMS
- Sharing and coordination of existing TMS such as community ride and elderly transportation programs
- Route coordination for existing TMS

(b) Phase II: "Soft" TMS

- Informational kiosks and brochure racks regarding transportation resources
- Assistance and advocacy to improve transit scheduling, including coordination with state and local transportation and planning agencies
- Transportation awareness events
- Transit pass purchase and management programs.
- Transportation management training for Parties and private and institutional entities
- Guaranteed ride home services for Parties and private and institutional entities

(c) Phase III: "Hard" TMS

- Shuttle services
- Vanpool Programs

1.2 The Parties will prepare a separate, detailed Scope of Services and Budget for each phase. The Scope of Services and Budget for each phase must be approved by a majority of the Parties. A Party voting to approve the Scope of Services and Budget for a phase shall be entitled to participate in the TMS for that phase and must pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services for that phase. Any other Party shall not be entitled to participate in the TMS for that phase unless it expressly agrees in writing to pay its allocated share of the costs for the TMS to be provided in that phase as set forth in the Scope of Services and Budget for that phase, updated by actual experience at the time the other Party seeks to participate in the TMS for that phase.

1.3 The Parties will determine when and if to provide any or all of the TMS described in Sections 1.1 and 1.2, or any additional TMS and whether to provide those TMS directly or by contracting with one or more outside entities in accordance with applicable public procurement laws. Nothing in this Agreement shall preclude the Parties from providing additional or different TMS in any phase as they deem appropriate in a Scope of Services and Budget approved for that phase.

1.4 The Parties may provide services to a private or institutional entity situated in whole or in part within the geographic limits of one or more of the Parties; provided, however, that the Parties will require a fee to cover the expense of providing those services. That fee shall be approved by a majority of the Parties and set forth in a Memorandum of Understanding to be executed by the Lead Party and the private or institutional entity. The Parties shall assess such fees in compliance with all applicable laws regarding the assessment of fees for services by governmental units.

1.5 To facilitate and enhance their ability to provide TMS, the Parties may seek legislative reform or legislative authorization to form a new entity consisting of governmental, private, and/or institutional entities, or to add private and/or institutional entities as additional parties to this Agreement.

SECTION 2 – ORGANIZATION AND CONTRACTING AUTHORITY

2.1 Each Party, through its Board of Selectmen, shall each designate a representative (the "Representative") and an alternate representative (the "Alternate") duly authorized to act for the Party in all matters pertaining to this Agreement. Any decision required by this Agreement to be made by a majority or two-thirds (2/3) vote of the Parties shall be made in an open meeting of the Party Representatives in compliance with the provisions of the Open Meeting Law, G.L. c. 30A, §§ 18-25. A Party's Representative may delegate to the Party's Alternate responsibility to act at a meeting with respect to any particular matter or matters under this Agreement; otherwise, the Party's Alternate may act in place of the Party's Representative in the case of an absence, inability to act, or conflict of interest on the part of the Party's Representative.

2.2 Each Party's Representative shall designate a Point of Contact for the Party who shall act as the Party's staff and perform or manage day-to-day activities for the Party arising out of this Agreement.

2.3 Each Party's initial Representative, Alternate and Point of Contact shall be as follows; and each Party shall notify the other Parties in writing of any change in its Representative, Alternate or Point of Contact under this Agreement:

PARTY	REPRESENTATIVE	ALTERNATE	POINT OF CONTACT
Acton	Steven Ledoux Town Manager Town Hall 472 Main Street Acton, MA 01720 T: (978) 929-6611 F: (978) 929-6350 sledoux@acton-ma.gov		Doug Halley Health Director Town Hall 472 Main Street Acton, MA 01720 T: (978) 929-6632 F: (978) 264-9630 dhalley@acton-ma.gov

2.4 Acton is designated the Lead Party under this Agreement. The Lead Party may be changed prospectively by vote of at least two-thirds (2/3) of the Parties.

2.5 The Lead Party shall act for the Parties with respect to all grant applications to be submitted and gifts and grants received collectively by the Parties pursuant to this Agreement.

2.6 The Lead Party shall act as the Parties' purchasing agent pursuant to G.L. c. 7, § 22B, for all contracts to be entered into collectively by the Parties pursuant to this Agreement. For any such contract requiring an appropriation by the participating Parties, final approval of

the contract must be obtained from the Representative of each participating Party. Any such contract made collectively by the Parties shall designate each Party's allocated share of the cost of said purchase, and each Party shall have sole responsibility for payment due the vendor for the Party's allocated share of such purchase.

2.7 All day-to-day correspondence and documents concerning this Agreement shall be directed to the applicable Lead Party care of its current Point of Contact.

2.8 As of the effective date of this Agreement, the Parties have submitted grant applications, plans, and other collaborative proposals, and have individually entered into the contracts or agreements concerning TMS identified in **Exhibit A** to the Agreement.

2.9 CHANGE ORDERS: The Parties acknowledge that it is conceivable that work may be undertaken beyond an approved Scope of Services pursuant to Section 1 of this Agreement which would deviate from the established Budget in the applicable Scope of Services. Except in the case of an emergency, any such change requiring an alteration to a Party's financial contribution under this Agreement shall require prior written approval by the affected Party's or Parties' Representative(s). Change orders that will not affect financial obligations may be approved by the Lead Party in its discretion.

SECTION 3 - COSTS AND FINANCING

3.1 APPORTIONMENT OF COSTS AND GRANT FUNDING: As applicable, costs incurred and grant funding received for TMS under this Agreement shall be apportioned (a) among the participating Parties in accordance with the approved Scope of Services and Budget for each phase under Section 1.2, and (b) otherwise among all Parties in accordance with the allocation set forth in **Exhibit B** which may be amended pursuant to a vote of at least two-thirds (2/3) of the Parties. However, the maximum financial liability of each Party under this agreement is as specified in that Party's authorizing vote to enter into this agreement. A copy of each Party's authorizing vote is attached in **Exhibit C** to this Agreement.

3.2 ADMINISTRATIVE COSTS: The Parties agree to reimburse the Lead Party, according to their allocated share pursuant to Section 3.1, to cover the reasonable administrative costs incurred by the Lead Party to administer this Agreement on behalf of all Parties, including, without limitation, the cost to prepare annual reports under Section 4.2 and to conduct an audit pursuant to Section 4.3. Individual Party costs, such as administration and legal expenses, incurred outside of the scope of this Agreement and specific to the needs of any one particular Party, will be borne solely by that Party.

3.3 Pursuant to G.L. c. 40, § 4A, as amended, any Party when duly authorized to do so in accordance with the provisions of applicable law, may raise money by any lawful means including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under this Agreement.

3.4 Pursuant to G.L. c. 40, § 4A, any funds received under the provisions of G.L. c. 44, § 53A, as amended, for contribution towards the cost of TMS, including interest thereon, may be expended in accordance with the provisions of that statute and any other applicable law.

3.5 All contracted invoices under this Agreement will be submitted to the Lead Party with a copy to each participating Party. Each Party shall timely pay its allocated share of the undisputed amount of each invoice, and shall provide a copy of said payment to the Lead Party. If a Party disputes any such invoice or its allocated share thereof, the Party shall immediately notify the Lead Party and the other Parties so that the dispute can be promptly resolved among the Parties or with the vendor as applicable. All bills and payrolls submitted for work done under this Agreement shall be plainly marked: PROVIDED UNDER AUTHORITY OF THE INTERMUNICIPAL AGREEMENT DATED _____.

3.6 On a monthly basis in arrears, the Lead Party shall invoice each other Party for that Party's allocated share of the Lead Party's administrative costs incurred under Section 3.2 to administer this Agreement on behalf of all Parties. Within 30 days of its receipt of that invoice, the invoiced Party shall reimburse the Lead Party for that allocated share of administrative costs. Any reimbursement received by a Party under this Agreement shall be credited on that Party's books to the account of estimated receipts, except funds received under G.L. c. 44, § 53A as set forth in Section 3.4 of this Agreement.

SECTION 4 – FINANCIAL SAFEGUARDS AND RECORDKEEPING

4.1 ACCESS TO RECORDS: The Lead Party shall keep a written record of its official proceedings concerning this Agreement, and shall at all times keep full and accurate financial records which shall be open at appropriate times to inspection by the Parties and by auditors so designated and by the Commonwealth. Such records shall include accurate and comprehensive records of grant funds authorized, services performed, costs incurred, and reimbursements and contributions received.

4.2 ANNUAL REPORTS: Annually, during the first week of September, the Lead Party shall provide to the other Parties a written summary of its actions on behalf of the Parties, including, but not limited to, grant funds received and disbursed, services performed, costs incurred, and reimbursements and contributions received, for the previous fiscal year ending with the immediate past June 30th.

4.3 AUDITS: On the written request of a majority of the Parties, the Lead Party shall arrange for an audit of records concerning the Agreement by an auditing entity approved by a majority of the Parties. The Lead Party shall provide a copy of any such audit report to all Parties. The Parties shall work cooperatively to resolve any issues raised by any such audit.

SECTION 5 – PERSONNEL AND EQUIPMENT

5.1 Pursuant to G.L. c. 40, § 4A, employees, servants, or agents of a Party while engaged in performing any service, activity, or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that Party, notwithstanding the fact that such service, activity or undertaking is being performed in or for another governmental unit or units.

5.2 Pursuant to G.L. c. 40, § 4A, the vehicles or equipment of a Party while engaged in performing any service, activity or undertaking under this Agreement shall be deemed to be engaged in the service and employment of that Party, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

SECTION 6 – REMEDIES

6.1 If a Party fails to timely pay its allocated share of any undisputed invoice, then after five days advance notice, any other Party or Parties may pay that amount and thereupon shall be entitled to recover from the defaulting Party reasonable costs and attorneys' fees to collect that amount from the defaulting Party. If a Party fails to timely reimburse the Lead Party for the Party's allocated share of the Lead Party's administrative costs incurred under Section 3.2 to administer this Agreement on behalf of all Parties, the Lead Party shall be entitled to recover from the defaulting Party reasonable costs and attorneys' fees to collect that amount from the defaulting Party.

6.2 If any participating Party fails to fulfill any material obligation or condition of this Agreement, the other Parties shall have the right to suspend the participation of the offending

Party by a vote of two-thirds (2/3) of the other Parties and by giving sixty (60) days' notice, in writing, of their intent to do so. Upon receipt of such notice, the Party shall have the right to prevent suspension by curing the default within thirty (30) days or by undertaking the cure within such time and diligently and continuously pursuing such cure to completion or within any additional time which may be granted, in writing, to the defaulting Party.

6.3 If any administrative board, commission or division of the state or federal government or any court materially impairs, alters, restricts or limits, directly or indirectly any Party's rights, powers or authority to perform under this Agreement, and such governmental action was not the result of any omission or action by that Party, it may suspend its participation in this Agreement by giving sixty (60) days written notice to the other Parties. The notice of suspension shall be given within ten (10) business days after the Party receives written notice of the action of decision of such agency, board, commission, division or court. It is the intent of this notice provision to give the other Parties as much advance notice as possible.

6.4 All Parties reserve the right, either in law or equity, by suit, and complaint in the nature of specific performance, or other proceeding, to enforce or compel performance of any or all covenants herein. Nothing in this Agreement shall deprive a Party of any remedy, power, or authority which it has at law or under its by-laws, except where expressly set forth in this Agreement or G.L. c. 40, § 4A.

6.5 Pursuant to G.L. c. 40, § 4A, notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempted from liability for its obligations under this Agreement.

6.6 The responsibilities undertaken by the Lead Party designated under this Agreement are for the common goals of this Agreement and in no way does this Agreement relieve other Parties from their individual or joint legal obligations under this Agreement or under any applicable law or regulation.

SECTION 7 – MISCELLANEOUS

7.1 NO THIRD PARTY BENEFICIARIES: The Parties are the sole and exclusive beneficiaries of the Agreement, subject to its terms and to all applicable law. This Agreement shall not take effect until it has been executed by duly authorized signatories of all of the Parties.

7.2 TERM: The term of this Agreement shall be for a period of three five (3) years from the last signatory's date hereof, unless sooner amended or terminated as herein provided. The Agreement may be renewed in three year increments by an extension duly authorized by the Representatives of the Parties.

7.3 WITHDRAWAL: Any Party may withdraw from this Agreement upon sixty (60) days written notice to the remaining Parties pursuant to G.L. c. 40, § 4A, as amended. The withdrawing Party shall remain liable for all obligations undertaken by it or on its behalf pursuant to this Agreement prior to the effective date of its withdrawal, and the remaining Parties

shall be reimbursed for all services and expenses rendered to the withdrawing Party prior to the effective date of withdrawal.

7.4 AMENDMENT: No officer, official, agent, or employee of any of the participating Parties shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the participating Parties by making any promise or representation not contained herein, except by an authorized written amendment. Said amendment shall be executed in the same manner as this Agreement.

7.5 ADDITIONAL PARTIES: This Agreement may be amended by a vote of two-thirds (2/3) or more of the existing Parties to add any governmental unit within the meaning of G.L. c. 40, § 4A, including a city; town; regional school district; a district as defined in G.L. c. 40, § 1A; a regional planning commission, however constituted; a regional transit authority established pursuant to G.L. c. 161B; a water and sewer commission established pursuant to G.L. c. 40N or by special law; a county; or a state agency as defined in G.L. c. 6A, § 1, as an additional party.

7.6 ASSIGNMENT: This Agreement may not be assigned or transferred by any participating Party without the express written consent of at least two-thirds (2/3) of the other Parties with the same formalities as are required for the execution of this Agreement.

7.7 SEVERABILITY: If any provision, section, phrase or word contained in this Agreement is determined by a court of competent jurisdiction to be unenforceable, for any reason, or beyond the scope of the statutory provisions of G.L. c. 40, § 4A, as amended, then it is the intention of the Parties that the remaining provisions hereof shall continue in full force and effect.

7.8 TERMINATION: This Agreement may be terminated by majority vote of the Parties effective sixty (60) days after said vote and upon written notice from the Lead Party to all other Parties. Each Party shall remain liable for all obligations undertaken by it or on its behalf pursuant to this Agreement prior to the effective date of termination. The Lead Party shall be reimbursed for all reasonable administrative costs incurred for the benefit of all Parties to wrap up the terminated Agreement.

7.9 NOTICE: Any written notice required by this Agreement shall become effective (i) upon personal delivery thereof, including without limitation, by overnight mail or courier service, (ii) in the case of notice by United States mail, certified or registered, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email, upon receipt thereof. Any written notice shall either be mailed certified mail, postage prepaid, or sent by overnight delivery service, email or by hand. Any written notice shall be directed to each Party' Representative and Point of Contact at the most recent addresses listed in Section 2.3 or in a subsequent notice provided hereunder changing the Party' Representative and Point of Contact.

SIGNATORS

IN WITNESS WHEREOF, the Parties have caused their proper representative on the day and year first above written to execute this Agreement:

[SIGNATURE PAGES AND EXHIBITS ATTACHED]

Signature Page

TOWN OF ACTON

By its Board of Selectmen: DATE:

_____ _____

_____

_____

_____

_____

_____

WITNESS

Signature Page

TOWN OF _____

By its Board of Selectmen: DATE:

_____ _____

_____

_____

_____

_____

_____

WITNESS

EXHIBIT A

List of prior grant applications, plans, and collaborative proposals, and prior contracts or agreements concerning TMS

EXHIBIT B

Parties' Cost Allocation

Annual Dues Structure for Member Companies	
> 1000 Employees	$7,500
500 - 999 Employees	$5,000
250 - 499 Employees	$2,500
<250 Employees	$1,000
Developers w/>200,000 Sq Ft	$5,000
Developers w/<200,000 Sq Ft	$2,500

Initial Matching Funds for Member Communities	
Hours of Service	
21+ hours of service/day	$5,500
10 - 20 hours of service/day	$4,000
<10 hours of service/day	$2,500
TMA only	$2,500
Monthly Ridership	
0 - 250	$250
250 - 500	$500
500 - 750	$750
750 - 1000	$1,000

EXHIBIT C

Parties' Authorizing Votes