



City of Palo Alto

City Council Staff Report

(ID # 7170)

Report Type: Consent Calendar

Meeting Date: 9/26/2016

Summary Title: Termination of East Palo Alto funding agreement for shuttle

Title: Approval of the Termination of a Funding Agreement With the City of East Palo Alto for the East Palo Alto Shuttle Route at the Request of the City of East Palo Alto, Approve an Exemption Under Section 15301 of the California Environmental Quality Act Guidelines and Approval of a Budget Amendment to the General Fund

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that Council authorize the City Manager or his designee to terminate the funding agreement with the City of East Palo Alto for the operation of the East Palo Alto shuttle route at the request of the City of East Palo Alto, approve an exemption under 15301 of the California Environmental Quality Act, and amend the Fiscal year 2017 Budget Appropriation for the General Fund in the Planning and Community Environment Department by:

- a. Decreasing the revenue estimate for East Palo Alto shuttle route operations by \$161,400; and
- b. Decreasing the expenditure appropriation for East Palo Alto shuttle route operations by \$161,400.

Executive Summary

The City and the City of East Palo Alto have an agreement that was executed in July 2014, under which East Palo Alto agreed to provide \$669,519 for the operation of the East Palo Alto Shuttle Route until June 2017. On July 21, 2016, staff received a request from City of East Palo Alto to terminate the funding agreement between the two cities and terminate the operation of East Palo Alto shuttle route (attachment A). Apparently, the City of East Palo Alto will be served by a new Samtrans bus route effective in September, and they would like to reprogram funds that were supporting the shuttle service.

Background & Discussion

In January 2014, the City of East Palo Alto approached the City requesting a partnership to

introduce a shuttle route to connect the Woodland Avenue neighborhood in East Palo Alto with Downtown Palo Alto. Staff from the City of East Palo Alto developed the East Palo Alto shuttle route. As the City was preparing a Request for Proposal (RFP) for operations of the Crosstown shuttle route, East Palo Alto staff requested the inclusion of operations for this new East Palo Alto shuttle route. In June 2014, the City Council approved a three-year contract with MV Transportation to operate the Crosstown and the East Palo Alto routes until June 30, 2017 and also approved a funding agreement with the City of East Palo Alto. Under the terms of the agreement, the City of East Palo Alto pays 100 percent of the East Palo Alto operational cost until June 30, 2017.

The funding agreement between the two cities has a term of three years and is set to expire in June 2017. However, this Agreement can be terminated by mutual written consent and terms acceptable to both cities. City of East Palo Alto requested termination of the agreement and has accepted the terms of the termination as shown in Attachment B.

The East Palo Alto route is operated by MV Transportation and managed by the City. The City has provided a notice to MV Transportation that it wishes to terminate the operations of the East Palo Alto route beginning on September 30, 2016. The City's contract with MV Transportation allows the City to increase, reduce or modify shuttle services as the City may find necessary. An amendment to the contract is not required to terminate routes, but the City must provide a 30-day written notice. Termination of this route will not affect the Crosstown and Embarcadero routes.

Timeline

The last day of operation for East Palo Alto route will be September 30, 2016. Samtrans route 280 will incorporate the area currently served by the East Palo Alto route beginning September 8, 2016.

Resource Impact

The Planning and Community Environment Department Fiscal Year 2017 Adopted Operating Budget includes \$645,772 for the Palo Alto Free Shuttle Program which provides sufficient funding to continue services for the Crosstown and Embarcadero routes until June 30, 2017 and the East Palo Alto route until September 30, 2016. With the termination of the agreement between the City of Palo Alto and the City of East Palo Alto, there will be a decrease in revenue from City of East Palo Alto in the amount of \$161,400. Staff is requesting approval of a budget amendment to recognize a \$161,400 decrease in revenue from the City of East Palo Alto and a corresponding decrease to transportation contracts in the Planning and Community Environment Department's Fiscal Year 2017 Operating Budget.

Policy Implications

While the cancellation of this route is not consistent with the Comprehensive Plan policies and programs listed below, this is a temporary setback necessitated by the withdrawal of funds by

East Palo Alto. The City will continue to work to expand the Palo Alto Free Shuttle system and finalize the expansion study that is currently underway.

- Policy T-4: Provide local transit in Palo Alto.
- Program T13: Establish a jitney bus system similar to Stanford University's Marguerite Shuttle.
- Program T-37: Provide safe, convenient pedestrian, bicycle, and shuttle connections between the Stanford Shopping Center and Medical Center areas and future housing along the Sand Hill Road corridor, the University Avenue Multi-modal Transit Station, Downtown Palo Alto, and other primary destinations.

Environmental Review

This termination is exempt from environmental review under 15301(operation of existing facility) of the California Environmental Quality Act Guidelines.

Attachments:

- Attachment A: Notice of Service Cancellation for EPA Shuttle route (PDF)
- Attachment B: Agreement to terminate EPA shuttle route and funding agreement (PDF)



City of East Palo Alto

Office of the City Manager

July 21, 2016

Ruchika Aggarwal
Assistant Engineer, Shuttle Program Manager
City of Palo Alto

RE: LETTER OF CANCELLATION OF AGREEMENT

I am writing to inform you that the City Council of East Palo Alto has authorized me to request cancellation of the current shuttle agreement, and end the Caltrain Shuttle service, currently managed through a collaborative agreement between our cities. These changes are being made due to imminent new and improved public bus service that will serve the area currently served by our mutual shuttle program. The City of East Palo Alto is grateful for the collaborative partnership we have engaged in since July 2014 as these shuttle services have been of high quality.

While the Agreement between our two Cities was set for a maximum three year duration, this shuttle program was, from the onset, intended to provide interim service between East Palo Alto's Woodland and Palo Alto Transit Center until permanent public transportation service could be made available. SamTrans has recently confirmed that bus # 280 route will incorporate the entire area currently served by the Caltrain shuttle starting on September 8, 2016. We would like the shuttle service to end with minimal overlap, ideally in September, 2016.

It is anticipated that the community will utilize this bus route not only for connection to the Caltrain station and downtown Palo Alto, but also for accessing services in the greater East Palo Alto area, including shopping, medical, and social services available to them through San Mateo County and the City north of highway 101, currently not served by the shuttle program. What's more, the updated bus #280 will provide substantially longer service hours for the community, outside of the limited peak-commute hours provided by the Caltrain shuttle.

Furthermore, SamTrans will also offer a new bus service, route #81, aimed at providing access between the City of East Palo Alto and Menlo Atherton High School, during peak school hours. We are delighted that SamTrans is able to provide the community with this comprehensive service. We expect these changes greatly reduce the net number of passenger vehicle trips between our two Cities and enable the City to prioritize ongoing efforts to enhance bicycle and pedestrian access throughout the City.

Again, on behalf of the City of East Palo Alto, I thank you for collaborating with us on the management of the shuttle program and enabling residents to enjoy ongoing transportation during the two year gap in public transportation service.

Sincerely,

Kamal Fallaha
Public Works Director

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
THE CITY OF EAST PALO ALTO TO TERMINATE THE OPERATION OF THE
EAST PALO ALTO/CALTRAIN SHUTTLE ROUTE**

RECITALS

A. On or about January 15, 2014, the CITY OF PALO ALTO, a California chartered municipal corporation ("PALO ALTO"), and the CITY OF EAST PALO ALTO, a municipal corporation ("EAST PALO ALTO") (collectively the "PARTIES") entered into an Agreement for the operation of the East Palo Alto/Caltrain shuttle route ("AGREEMENT").

B. On or about July 21, 2016, EAST PALO ALTO gave notice to PALO ALTO of its desire to terminate the AGREEMENT.

C. The AGREEMENT requires mutual written consent of the parties to terminate.

D. The PARTIES mutually desire to terminate the AGREEMENT.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Termination Agreement, the parties agree:

1. The operation of the East Palo Alto/Caltrain shuttle route services shall cease on September 30, 2016.

2. EAST PALO ALTO shall compensate PALO ALTO for shuttle services according to the terms of the agreement until the termination date of September 30, 2016.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

James Keene, City Manager

APPROVED AS TO FORM:

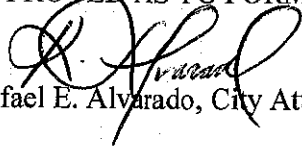
Albert Yang, Sr. Deputy City Attorney

CITY OF EAST PALO ALTO


Carlos Martinez, City Manager

Acting

APPROVED AS TO FORM:


Rafael E. Alvarado, City Attorney

ATTACHMENTS:

AGREEMENT BETWEEN THE CITY OF PALO ALTO, AND THE CITY OF EAST PALO ALTO FOR THE OPERATION OF THE EAST PALO ALTO/CALTRAIN SHUTTLE ROUTE, Executed July 1, 2014.

LETTER OF CANCELATION OF AGREEMENT, Dated July 21, 2016

AGREEMENT BETWEEN THE CITY OF PALO ALTO,
AND THE CITY OF EAST PALO ALTO FOR THE
OPERATION OF THE EAST PALO ALTO/CALTRAIN SHUTTLE ROUTE

This is an agreement made and entered into as of the date it is fully executed by and between the City of Palo Alto, California, a chartered municipal corporation of the State of California (hereinafter referred to as "PALO ALTO"), and the City of East Palo Alto, a municipal corporation (hereinafter referred to as "EAST PALO ALTO"), collectively referred to herein as the "PARTIES."

RECITALS

WHEREAS, EAST PALO ALTO by letter to PALO ALTO on January 15th, 2014 requested PALO ALTO to include the East Palo Alto/Caltrain Shuttle route with Palo Alto's Request for Proposals for their existing and expansion of Shuttle Program;

WHEREAS, coordinating PALO ALTO and EAST PALO ALTO shuttle routes will help to reduce traffic congestion and provide public transportation options for residents of both PARTIES;

WHEREAS, PALO ALTO intends to manage a contract with its own shuttle program operator for the operation of East Palo Alto/Caltrain Shuttle Route herein referred to as "PROJECT";

WHEREAS, EAST PALO ALTO has acknowledged the future benefit of this PROJECT to EAST PALO ALTO and indicated its willingness to fully fund the PROJECT for up to three years; and

WHEREAS, the PARTIES desire to memorialize such agreement in writing.

NOW, THEREFORE, for and in consideration of their mutual promises and covenants, and subject to the terms, conditions, and provisions hereinafter set forth, the PARTIES agree as follows:

AGREEMENT

1) Scope of Work: PALO ALTO will contract with a MV Transportation to operate two shuttle routes: the Palo Alto Crosstown shuttle and the East Palo Alto/Palo Alto Caltrain shuttle route, as depicted in Exhibit A, on page 8, in City of Palo Alto Contract Number 14152828 (PROJECT). PROJECT operates seven days a week, excluding some holidays. MV Transportation is responsible for providing all personnel and equipment needed for the service. PALO ALTO will pay MV Transportation an hourly rate of \$69.14 per hour for each bus operated in this service for the first year of service; \$68.43 per hour for each bus operated in this service for the second year of service; and \$71.66 per hour for each bus operated in this service for the third year of service. The operating hours of the two routes are listed below.

<u>Shuttle Route</u>	<u>Operating Hours</u>	<u>Estimated Daily Service Hours</u>
East Palo Alto/ Palo Alto Caltrain	Weekdays:	
	5:55 a.m.-10:02 a.m.	9.22
	4:13 p.m.-9:20 p.m.	
	Weekends:	
	7:09 a.m.-10:51 a.m.	8.21
	4:20 p.m.-8:51 p.m.	
Crosstown Shuttle	7:40 a.m.-5:20 p.m.	9.6667
School Commute Service	7:35 a.m.-8:25 a.m.	1.2
	3:15 p.m.-3:37 p.m.	

1) PROJECT Cost and Funding:

The operation of this PROJECT up to three years is expected to cost \$669, 519.00. EAST PALO ALTO shall reimburse PALO ALTO the full amount of the MV Transportation, or any successor operator, invoices attributable to the East Palo Alto/Palo Alto Caltrain route. These invoices shall be submitted on a monthly basis by PALO ALTO to EAST PALO ALTO as straight pass throughs without administrative mark up.

2) Term of PROJECT Funding:

The term of this Agreement shall be from July 1st, 2014 to June 30th, 2017.

3) Indemnification:

Under Government Code Section 895.4, the PARTIES waive the pro rata (per capita) risk allocation provided by Government Code Section 895.6. In lieu thereof, each party shall defend, indemnify and hold the other party, and their officers, agents, and employees, harmless, to the maximum extent permitted by law, from claims, damages, expenses, or liabilities, including but not limited to attorney fees and costs, that arise out of its duties or obligations under this Agreement (either directly or through or by its officers, agents or employees), or its negligence acts or omissions or willful misconduct.

4) Additional Provisions:

- a) In performing under this Agreement, PALO ALTO shall act at all times as an independent contractor. Nothing contained herein shall be construed or applied so as to create the

relationship of principal and agent, or of employer and employee, between PALO ALTO AND EAST PALO ALTO or its agents or employees.

- b) PALO ALTO shall comply with all applicable local, state, and federal laws and regulations, including but not limited to the Americans with Disabilities Act.
- c) PALO ALTO shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement. PALO ALTO shall keep such records available for audit, inspection and copying by representatives of the EAST PALO ALTO's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice

The obligations of PALO ALTO under this section shall survive this Agreement.

- d) PALO ALTO shall maintain true and complete records in connection with the services provided under this Agreement, and shall retain all such records for at least three (3) years after the end of the calendar year in which the service is performed. EAST PALO ALTO may from time to time and at any time during the foregoing period of record retention make an audit of all records of PALO ALTO relating to the services performed under this Agreement.
- e) This Agreement does not and is not intended to confer any rights or remedies upon any person or entity that is not a party to this Agreement.
- f) PALO ALTO shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and nonharassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. PALO ALTO agrees to abide by the EAST PALO ALTO's Policy Against Discrimination, Harassment and Retaliation as set out in attached Exhibit A.

- g) The parties' waiver of any term, condition or covenant, or breach of any term, condition, or covenant shall not be construed as a waiver of any other term, condition or covenant or breach of any other term, condition or covenant.
- h) This Agreement is the entire agreement between PALO ALTO and EAST PALO ALTO relating to the PROJECT. Any prior agreements, promises, negotiations, or representation not expressly set forth in this Agreement are of no force or effect.
- i) The PARTIES acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- j) If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will be valid and binding on PALO ALTO and EAST PALO ALTO.
- k) This Agreement will be governed and construed in accordance with the laws of the State of California.
- l) This Agreement may be executed in counterparts and will be binding as executed.
- m) All changes or extensions to the AGREEMENT must be in writing in the form of an amendment and approved by both PARTIES.
- n) This Agreement can be terminated only upon the mutual written consent and terms acceptable to both PARTIES.
- o) Notices required by this Agreement shall be delivered by first class mail, postage prepaid, addressed to the appropriate party at the following addresses and deemed received three (3) days after deposit in the mail:

To PALO ALTO: CITY OF PALO ALTO
250 Hamilton Ave,
Palo Alto, CA 94301
Attn: Ruchika Aggarwal

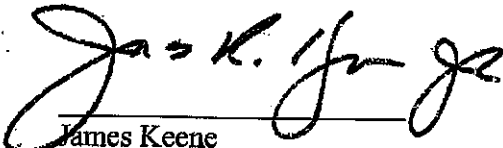
To EAST PALO ALTO: CITY OF EAST PALO ALTO
1690 Tate Street
East Palo Alto, CA 94303
Attn: Michelle Daher

The PARTIES may change their respective addresses for receiving written notice by giving written notice of such change in accordance with this section.

IN WITNESS WHEREOF, the PARTIES have entered into this AGREEMENT as of the date it is fully executed.

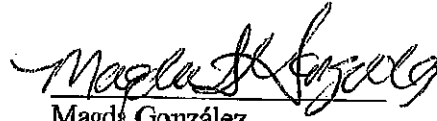
"PALO ALTO"
City of Palo Alto,

"EAST PALO ALTO"
City of East Palo Alto



James Keene
City Manager

Date: 6/25/14

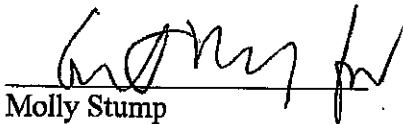


Magda González
City Manager

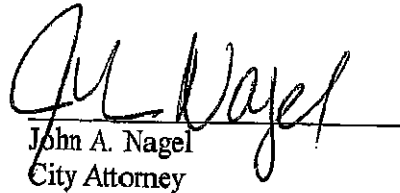
Date: 6-17-14

APPROVED AS TO FORM:

APPROVED AS TO FORM &
LEGALITY:



Molly Stump
City Attorney



John A. Nagel
City Attorney

EXHIBIT A

CITY OF EAST PALO ALTO'S POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

EFFECTIVE DATE: 12/21/2004

REVISED DATE: 1/12/07

ADOPTED BY CITY COUNCIL: 12/21/2004

I. PURPOSES

The purposes of this policy are to emphasize the City's commitment to keeping its workplace free of harassment, discrimination and retaliation, to define and provide examples of the conduct that is prohibited, to summarize the respective responsibilities for preventing, reporting, investigating, and responding to violations and to give clear warning of the serious consequences that violators will face.

A copy of this policy shall be provided to all persons who are subject to it, and shall be posted on City bulletin boards in all City facilities.

II. POLICY

All of the following are prohibited by this Policy:

- Discrimination or harassment in any aspect of City employment based on any legally protected characteristic or status, including sex, gender, sexual orientation, race, color, national origin, language, ancestry, religion, age, marital status, domestic partner, physical disability, mental disability, or medical condition.
- Retaliation for opposing, filing a complaint about, or participating in an investigation of, any such harassment or discrimination.
- Aiding, abetting, inciting, compelling, or coercing or any such discrimination, harassment or retaliation, or attempting to do so.

The City will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrence. Any City employee, Council member, member of any advisory body, including any Commissioner, Committee member, or Board member found having engaged in any such misconduct will be subject to disciplinary action up to and including termination or censure or removal and will be deemed to have acted outside the course and scope of his or her employment.

This policy applies to all City employees, volunteers, interns, vendors, and contractors as well as to all applicants for City positions.

The policy shall not be interpreted or applied in any manner that would be inconsistent with any applicable State or Federal law or regulation, or increase the legal liability of the City.

III. DESCRIPTION AND EXAMPLES OF PROHIBITED HARASSMENT

Harassment on the basis of sex is unlawful, and is prohibited by this policy. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- An individual's submission to such conduct is made explicitly or implicitly, a term or condition of that individual's employment; or,
- An individual's submission to or rejection of such conduct is used as the basis for an employment decision affecting that individual; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender, or towards the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may either be the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it if he or she witnesses it.

Sexual harassment may be verbal, visual, or physical. For example:

- Verbal harassment may consist of derogatory, threatening, or intimidating comments, epithets, slurs or jokes; references to gender, physical appearance, attire, sexual prowess, marital status, or pregnancy; or sexual advances, propositions, or demands.
- Visual harassment may consist of displaying or circulating derogatory or offensive posters, cartoons, drawings, photographs, pin-ups, computer images, or electronic media transmissions.
- Physical harassment may consist of assault, battery, or unwelcome, unnecessary and offensive touching (kissing, hugging, patting, rubbing, pinching, brushing against), staring, leering, gesturing, whistling or making noises, impeding or blocking movement, or physical interfering with normal work or movement.

In addition to prohibiting harassment based on sex or gender, this policy also prohibits harassment based on sexual orientation, or upon any other legal protected characteristic or status, such as race, religion, creed, color, national origin, language, ancestry, physical disability, mental disability, medical condition, marital status, domestic partner, or age.

Harassment on the basis of such factors is subject to the principles applicable to sexual harassment, as stated above.

IV. REPORTING DISCRIMINATION, HARASSMENT OR RETALIATION

Any City employee, volunteer, intern, vendor, contractor, or applicant who becomes aware of any discrimination, harassment or retaliation prohibited by this policy shall report it immediately to their immediate supervisor, or higher ranking supervisor, or the Assistant City Manager. Under no circumstances shall such a report be required or expected to be made to the person who engaged in the misconduct that is subject to this report.

The responsibility to report conduct prohibited by this policy arises even if the conduct is directed toward someone else and even if the person toward whom it is directed does not want it reported.

Reports may be made orally or in writing, free of requirements as to form.

Because reports of conduct prohibited by this policy will be treated as serious charges, the making of a deliberately false report, or a report made with reckless disregard for its truth or falsity, may subject the maker to disciplinary action.

V. INVESTIGATION AND RESOLUTION

The City of East Palo Alto will investigate all reported violations of this policy. All employees, volunteers, interns, vendors and contractors, members of the City Council, or members of a City advisory body shall cooperate with any such investigation.

Any supervisor, manager department head, member of the City Council, or member of a City advisory body who receives a report of, or who becomes aware of, conduct prohibited by this policy shall promptly report it to the Personnel Officer. Upon receiving the report, the Personnel Officer shall direct any report that accuses a City Council member or appointee to the City Council for investigation and resolution. The City Council shall delegate the responsibility to conduct a prompt, full, and fair investigation to the qualified private investigator. Upon receiving a report regarding a non-City Council member or appointee, the Personnel Officer shall conduct a prompt, full, and fair infestation, or delegate that responsibility to a qualified City employee or private investigator. The person performing the investigation shall:

- Interview the complainant, the accused, and any other person the investigator believe to have knowledge relevant to the charges;
- Gather and review any documentary, electronic, or physical evidence relevant to the charges;
- Consult with legal counsel as needed;
- Determine whether the charges can or cannot be substantiated; and
- Develop recommendations for appropriate remedial and/or disciplinary action, if any.

VI. OUTSIDE ADMINISTRATIVE AGENCIES

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination or retaliation on the basis of a protected status. The toll free telephone number for such office is listed below:

California Department of Fair Employment and Housing 1.800.233.3212

U.S. Equal Employment Opportunity Commission 1.800.669.4000



City of East Palo Alto

Office of the City Manager

July 21, 2016

Ruchika Aggarwal
Assistant Engineer, Shuttle Program Manager
City of Palo Alto

RE: LETTER OF CANCELLATION OF AGREEMENT

I am writing to inform you that the City Council of East Palo Alto has authorized me to request cancellation of the current shuttle agreement, and end the Caltrain Shuttle service, currently managed through a collaborative agreement between our cities. These changes are being made due to imminent new and improved public bus service that will serve the area currently served by our mutual shuttle program. The City of East Palo Alto is grateful for the collaborative partnership we have engaged in since July 2014 as these shuttle services have been of high quality.

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Again, on behalf of the City of East Palo Alto, I thank you for collaborating with us on the management of the shuttle program and enabling residents to enjoy ongoing transportation during the two year gap in public transportation service.

Sincerely,

Kamal Fallaha
Public Works Director