

# City of San Leandro

Meeting Date: June 17, 2013

#### Staff Report

File Number:	13-295	Agenda Section: CONSENT CALENDAR
		Agenda Number: 8.D.
TO:	City Council	
FROM:	Chris Zapata City Manager	
BY:	Uchenna Udemezue Engineering & Transportation Director	
FINANCE REVIEW: David Baum Finance Director		
TITLE:	Staff Report for Resolution Approving and Authorizing the City Manager to Execute an Operations and Maintenance (O & M) Agreement with Alameda-Contra Costa Transit (AC Transit) for the AC Transit East Bay Bus Rapid Transit (BRT) Facilities Within the City of San Leandro	

#### SUMMARY AND RECOMMENDATIONS

This agreement defines the scope of the operations and maintenance (O & M) of the BRT facilities within the City of San Leandro.

Staff recommends City Council approval of the O & M Agreement for the BRT facilities within San Leandro.

# BACKGROUND

The Alameda-Contra Costa Transit District (AC Transit) East Bay Bus Rapid Transit (BRT) Project is proposed to provide high quality, fast, and frequent express bus service between downtown Oakland and San Leandro. In San Leandro, the alignment runs along East 14th Street to Davis Street, then onto San Leandro Boulevard to the San Leandro BART Station. Eight (8) of the 32 BRT stations are within San Leandro, with one of them located in the median and the others located in curb extensions or sidewalk plazas with level station boarding and ticket stations. Basic features of the proposed BRT system include transit priority at all signalized intersections, new passenger stations with ticket vending machines, shelters, a combination of mixed-flow from Garcia Avenue to the BART Station, and dedicated travel lanes between Durant Avenue and Garcia Avenue.

On June 23, 2010, the AC Transit Board of Directors selected a Locally Preferred Alternative (LPA) based on the recommendations from various cities and public input at various public meetings. This LPA was also based on funding, community acceptance, and BRT operational issues, including transportation-related impacts. The BRT was initially planned to start from north Berkeley and terminate at the San Leandro BART Station, with the same features and

alignment as the LPA. However, this plan was dropped due to capital costs and environmental impacts.

On May 31, 2012, a subcommittee of the City Council Facilities and Transportation Committee met with AC Transit officials in San Leandro to review the project and provide input. AC Transit forwarded alternative plans that eliminated several of the challenges that were identified earlier in the process and are the basis for the current LPA.

On July 16, 2012, the City Council approved and designated the DOSL Alternative as the City of San Leandro Locally Preferred Alternative.

Final Design of the East Bay Bus Rapid Transit Project has started, with construction anticipated to commence in 2014.

### <u>Analysis</u>

The proposed O & M Agreement will not modify the existing O & M Agreement between the City of San Leandro and Caltrans for the East 14th Street and Davis Street corridors. However, it is intended to reinforce San Leandro's ability to preserve the assets in the City. Most BRT items will be installed within Caltrans right-of-way or BART right-of-way. There are a total of eight (8) bus stops for the proposed BRT in San Leandro at the following locations:

- East 14th Street at Durant Avenue (median station)
- East 14th Street at Georgia Way/Euclid Avenue (1 curbside station each on east and west sides)
- East 14th Street at Haas Avenue/Lorraine Boulevard (1 curbside station each on east and west sides)
- Davis Street at Hays Street (1 curbside station each on north and south sides)
- San Leandro BART

Some of the items identified as AC Transit responsibilities in the O & M Agreement include:

- Costs related to operations, maintenance, protection, and repair of BRT facilities
- Ensure timely litter and graffiti removal, and regular garbage removal
- Installation and maintenance of BRT facilities operational and directional signage
- Installation and maintenance of pavement striping and marking on dedicated lanes for the operation of BRT facilities traffic
- Costs related to the installation and maintenance, including electrical energy costs, of BRT facilities lighting
- Costs of installation, repair, replacement and cleaning of safety devices within BRT facilities
- Maintenance of all landscape, hardscape, curbs and irrigation systems at BRT Stations, consistent with the standards adopted by the City in the immediate contiguous streets

#### **Previous Actions**

- On July 2, 2007, by Minute Order No. 2007-069, the City Council directed staff to prepare a letter for the Mayor to reply to AC Transit indicating the City of San Leandro's Locally Preferred Alternative (LPA) is either Alternative 2 or Alternative 4
- On May 17, 2010, by Resolution No. 2010-054, the City Council designated San Leandro's Locally Preferred Alternative to be included and analyzed in the Final Environmental Impact Statement/Report (FEIS/R)
- On July 16, 2012, by Resolution No. 2012-273, the City Council adopted the City of San Leandro's Locally Preferred Alternative for the AC Transit East Bay Bus Rapid Transit (BRT) Project

#### **Committee Review and Actions**

- June 27, 2007 City Council Facilities and Transportation Committee: Recommendation for City Council to direct staff to prepare a letter for the Mayor to reply to AC Transit indicating the City of San Leandro's LPA is either Alternative 2 or Alternative 4 as described in the DEIS/R
- June 9, 2008 Work Session: Bus Tour Along East 14th Street and Bus Rapid Transit Workshop (for information only)
- January 13, 2009 Facilities and Transportation Committee: Update on the AC Transit Bud Rapid Transit (BRT) project (for information only)
- December 8, 2009 City Council Facilities and Transportation Committee: Update on the AC Transit Bus Rapid Transit (BRT) (for information only)
- February 9, 2010 City Council Facilities and Transportation Committee: Presentation regarding AC Transit Bus Rapid Transit providing review of Planning Commission material (for information only)
- March 8, 2010 City Council Work Session: Bus Rapid Transit (BRT) Locally Preferred Alternative presentation (for information only)
- May 31, 2012 City Council Facilities and Transportation Subcommittee Meeting with AC Transit: Review of potential mitigations for BRT in San Leandro
- July 9, 2012 City Council Work Session: Bus Rapid Transit Locally Preferred Alternative review presentation (for information only)

# Applicable General Plan Policies

- General Plan Goal 15 Ensure that public transportation is safe, convenient, affordable, and provides a viable alternative to driving
- Policy 15.01 Coordination with service providers
- Policy 15.02 Integration of Schedules
- Policy 15.05 Passenger Amenities
- Policy 15.06 Barrier-Free Transit

#### Environmental Review

AC Transit Board approved the FEIS along with the Findings of Fact, the Mitigation Monitoring and Reporting Plan, and the Statement of Overriding Considerations on April 25, 2012.

#### Summary of Public Outreach Efforts

A Public Meeting was held on the East Bay BRT Project on March 1, 2012 at 6:00 p.m. in San Leandro at the South Office's Conference Room. Approximately 60 people attended. Responses were evenly mixed toward the project.

At least one more Public Meeting will be held prior to the completion of the design phase of the project.

**PREPARED BY:** Austine Osakwe, Senior Engineer, Engineering & Transportation Department



# City of San Leandro

Meeting Date: June 17, 2013

**Resolution - Council** 

File Number:	13-296	Agenda Section: CONSENT CALENDAR
		Agenda Number:
TO:	City Council	
FROM:	Chris Zapata City Manager	
BY:	Uchenna Udemezue Engineering & Transportation Director	
FINANCE REVIE	W: David Baum Finance Director	
TITLE:	ADOPT: Resolution Approving and Authorizing the City Manager to Execute an Operations and Maintenance (O & M) Agreement with Alameda Contra Costa Transit (AC Transit) for the AC Transit East Bay Bus Rapid Transit (BRT) Facilities Within City of San Leandro (provides operations and maintenance responsibilities of the BRT facilities in San Leandro)	

WHEREAS, in 2001 the AC Transit Bus Rapid Transit (BRT) Policy Steering Committee recommended a preferred route or "Locally Preferred Alternative" (LPA) for a Bus Rapid Transit (BRT) project that specified the corridor alignment of Telegraph Avenue to International Boulevard/East 14th Street in the cities of Berkeley, Oakland, and San Leandro; and

WHEREAS, BRT is a mode of transit service that has some or all the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs; and

WHEREAS, in May 2010 the City of San Leandro forwarded its LPA in order for AC Transit to complete a Final Environmental Impact Statement/Report (FEIS/R) and AC Transit developed the Downtown Oakland San Leandro (DOSL) LPA in June 2010; and

WHEREAS, City staff has worked with AC Transit staff to refine the project design to the extent possible to meet City goals and to implement a project incorporating transit, bicycle, pedestrian, and vehicle improvement; and

WHEREAS, for consideration herein is an agreement between the City and AC Transit defining the duties and responsibilities related to the maintenance and operation of BRT facilities within the City of San Leandro.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

That said Operations and Maintenance Agreement is hereby approved and the City

Manager or his authorized representative is hereby authorized to make non-substantive revisions to said O & M Agreement, and directed to execute the same on behalf of the City, subject to approval as to form by the City Attorney.

#### AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF SAN LEANDRO AND THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT FOR THE OPERATIONS AND MAINTENANCE OF THE EAST BAY BUS RAPID TRANSIT DOWNTOWN OAKLAND TO SAN LEANDRO PROJECT

This Interagency Agreement ("Agreement") entered into and effective , is between the Alameda-Contra Costa Transit District, a special transit district established pursuant to California Public Utilities Code Sections 24501 et seq., (referred to herein as "DISTRICT" or "AC Transit") and the City of San Leandro, a municipal corporation (referred to herein as "CITY") and together referred to as PARTIES.

#### RECITALS

**WHEREAS**, Bus Rapid Transit is a mode of transit service provision that has some or all of the following characteristics: Dedicated Travel Lanes; Level Boarding Platforms; Off-Board Fare Collection; and Real-Time Arrival Signs; and,

**WHEREAS**, the Bus Rapid Transit Project envisions a 9.5 mile dedicated bus lane corridor, the length of which includes portions within the City of San Leandro; and,

**WHEREAS**, on April 25, 2012, the AC Transit Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report (FEIR) for the East Bay Bus Rapid Transit Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project, and authorizing the filing of a Notice of Determination; and,

**WHEREAS**, on July 16, 2012, the San Leandro City Council confirmed the selection of the Downtown Oakland to San Leandro (DOSL) Alternative as the Locally Preferred Alternative for AC Transit's East Bay Bus Rapid Transit (BRT) Project; adopted the Conditions of Approval for the BRT Project; and, as a CEQA responsible agency, adopted the Findings of Fact and the Statement of Overriding Considerations dated March 24, 2012; and,

WHEREAS, DISTRICT desires to operate and maintain its Bus Rapid Transit ("BRT") project, which includes, but is not limited to, dedicated bus lanes, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatment and pedestrian warning signals, sidewalk, and signage, all hereinafter referred to as "BRT FACILITIES," on East 14<sup>th</sup> Street (State Route 185), Davis Street (State Route 112), and San Leandro Boulevard; and

WHEREAS, on State Route 185 and 112 in the City of San Leandro the State of California ("STATE") delegates certain maintenance functions to CITY under an Agreement for Maintenance of State Highways in San Leandro executed on March 1, 1995 (DMA-SL); and

**WHEREAS**, although the State is not a party to this Agreement between San Leandro and AC Transit, in a separate agreement with AC Transit relative to the BRT Project the STATE has agreed that sweeping of the dedicated BRT roadway is an eligible activity for reimbursement under the provisions of DMA-SL; and

**WHEREAS**, the PARTIES mutually desire to specify the operating and maintenance responsibilities of the PARTIES in regards to the respective BRT FACILITIES, in particular the maintenance functions to be performed by DISTRICT, and to specify the terms and conditions under which such work will be performed.

#### NOW, THEREFORE, the PARTIES mutually agree as follows:

# A. AGREEMENT

In consideration of the mutual covenants and promises herein contained, it is agreed:

- DISTRICT shall be responsible for, including all costs related thereto, operation, maintenance, protection, and repair of BRT FACILITIES. Said work at all times shall be conducted to assure safety and convenience of CITY street users. Said work and BRT FACILITIES shall be subject to random inspection by CITY as to safety conditions affecting the CITY's street facilities.
- 2. DISTRICT shall maintain, at DISTRICT's expense, the entire shaded areas as shown in Exhibit A, attached to and made a part of this Agreement, and as further described herein in Section C. Further delineation of the separate maintenance functions of the PARTIES is shown in Exhibit B, attached to and made a part of this Agreement.
- 3. Rights granted to DISTRICT under this Agreement are restricted to maintenance and operation of BRT FACILITIES. Any other use or presence by DISTRICT or DISTRICT's authorized contractors will require that a separate encroachment permit be issued to that party from the CITY and/or the STATE.
- 4. DISTRICT shall not, at any time, use or permit the public to use BRT FACILITIES in any manner that will interfere with or impair the primary use of BRT FACILITIES as a bus transit facility.
- 5. CITY reserves its right to use those BRT FACILITIES areas within the CITY and/or the STATE rights of way for future construction, reconstruction, expansion, modification, or maintenance purposes without restriction or reimbursement to any party should DISTRICT cease operation of the BRT FACILITIES.
- 6. An encroachment permit from the CITY and/or the STATE will be required for third parties if DISTRICT contracts out the BRT FACILITIES maintenance responsibilities described herein to a contractor of DISTRICT's choice. Said contractor(s) shall be subject to the same inspections and responsibilities as specified herein for work performed directly by DISTRICT.

- 7. DISTRICT shall not erect signs of any kind within BRT FACILITIES, except such signs as may be necessary for operation of the BRT FACILITIES or that are required by law. Such signs shall not be attached to or painted on any CITY structures or facilities except by prior written consent of CITY.
- 8. DISTRICT will compensate CITY for any additional maintenance costs incurred as a result of the BRT FACILITIES.
- 9. If, for any reason, the BRT FACILITIES are abandoned during the construction period, or fail to remain in operation by the DISTRICT or another transit agency, all improvements will be removed by DISTRICT within 180 days of a request by the CITY. Traffic lanes, signals and other roadway infrastructure shall be reconstructed to an acceptable condition and configuration as directed and approved by the CITY.

#### **B. MAINTENANCE DEFINED**

For the purposes of this Agreement, "Maintenance" shall be as defined in Section 27 of the California Streets and Highway Code.

Inasmuch as the dedicated bus lane remains an integral part of a City street and/or a State highway, its maintenance (pothole repair, periodic resurfacing) shall continue to be the responsibilities of STATE and /or the CITY, respectively.

#### C. MAINTENANCE FUNCTIONS

The BRT FACILITIES maintenance functions that are delegated to DISTRICT, at DISTRICT's sole expense, are as follows:

1. Litter and Graffiti

DISTRICT shall be responsible for maintaining the entire shaded areas as shown in Exhibit A in a condition free of litter, debris (including all broken glass), and graffiti. CITY shall continue to provide maintenance for the balance of the streets and/or highways consistent with its existing agreement with Caltrans (DMA-SL) including the dedicated busway as depicted in Exhibit A

2. Signs

DISTRICT shall be responsible for the maintenance and the installation of signage necessary for the direction and operation of BRT FACILITIES.

3. Striping

DISTRICT shall maintain all striping and pavement markings required for the direction and operation of BRT FACILITIES traffic.

### 4. Lighting

DISTRICT shall maintain and pay 100% of maintenance and operations costs, including electrical energy costs, of BRT FACILITIES lighting and electrical installations.

5. Safety Devices

DISTRICT shall be responsible for the maintenance, repair, replacement and cleaning of safety devices (located within BRT FACILITIES), including gates, fences, railings, guardrails, and markers.

6. Landscaping

DISTRICT shall be responsible for maintaining all landscape, hardscape, curbs, and irrigation at BRT Stations, consistent with the standards adopted by CITY for landscaping activities in the immediately contiguous streets or highways.

7. Passenger Platforms

DISTRICT shall maintain shelters, benches, passenger platforms, and their appurtenances and shall provide graffiti removal and garbage collection services consistent with standards adopted by CITY for such activities in the immediately contiguous streets or highways. DISTRICT shall also maintain electrical connections to platforms for lighting and/or transit information displays. Any advertising display panels located on passenger platforms or shelters shall be oriented such that they do not interfere with street traffic.

# **D. LEGAL RESPONSIBILITIES**

- 1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not a party to this Agreement nor affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of City streets different from the standard of care imposed by law.
- 2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction allocated to DISTRICT under this Agreement. It is understood and agreed that DISTRICT will fully defend, indemnify, and save harmless CITY and all of its elected and appointed officers and employees from all claims, suits or actions of every name, kind and description brought forth or under this Agreement, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.
- 3. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY

under or in connection with any work, authority or jurisdiction allocated to CITY under this Agreement. It is understood and agreed that CITY will fully defend, indemnify, and save harmless DISTRICT, and respective officers and employees thereof, from all claims, suits or actions of every name, kind and description brought forth under this Agreement, including, but not limited to, tort, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

### E. EFFECTIVE DATE, AMENDMENT AND RIGHT TO TERMINATE

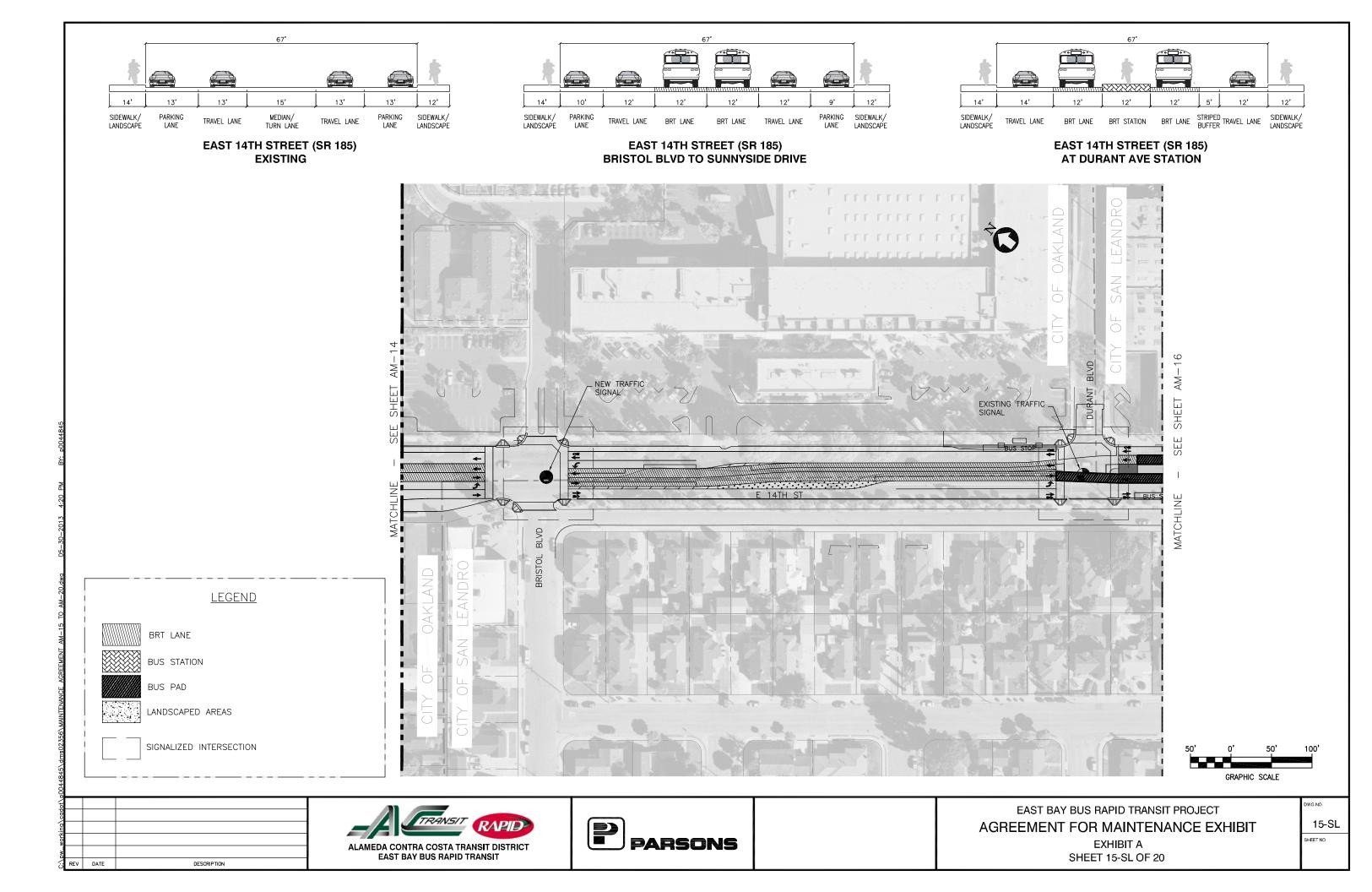
This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES. Upon termination of this Agreement, DISTRICT shall, at DISTRICT's expense and to the extent practicable, return BRT FACILITIES to a condition substantially equivalent to the condition existing prior to the execution of this Agreement, or to a condition acceptable to CITY.

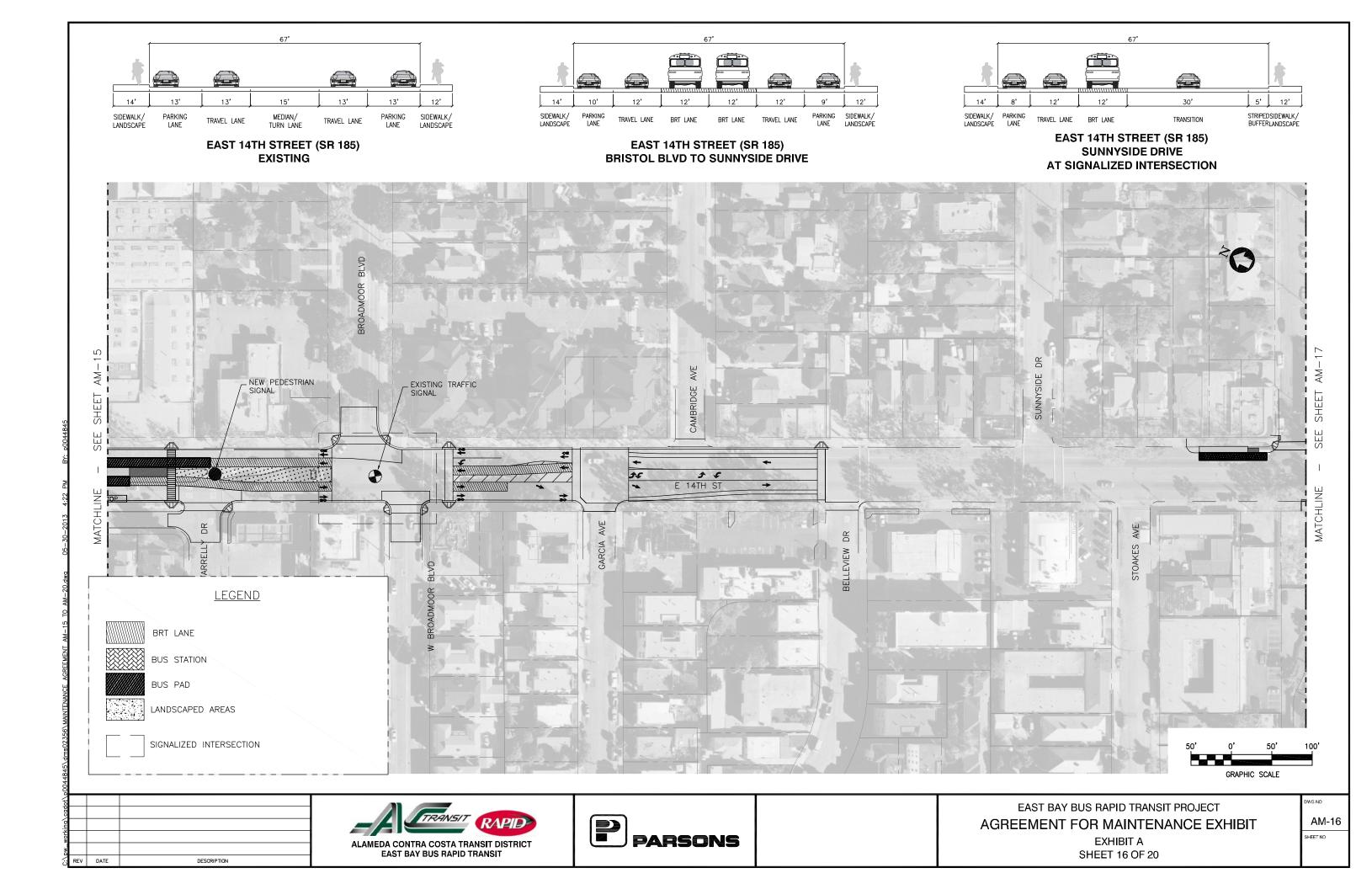
If in the future, CITY and STATE should come to an understanding for STATE to relinquish its authority over State Routes 185 and 112 within CITY such that they become CITY rights-of-way, then the PARTIES agree that this Agreement must be amended. In drafting such a future amendment, the PARTIES shall consider provisions that replicate those included in the DISTRICT's Operations and Maintenance Agreement with the City of Oakland for the BRT corridor.

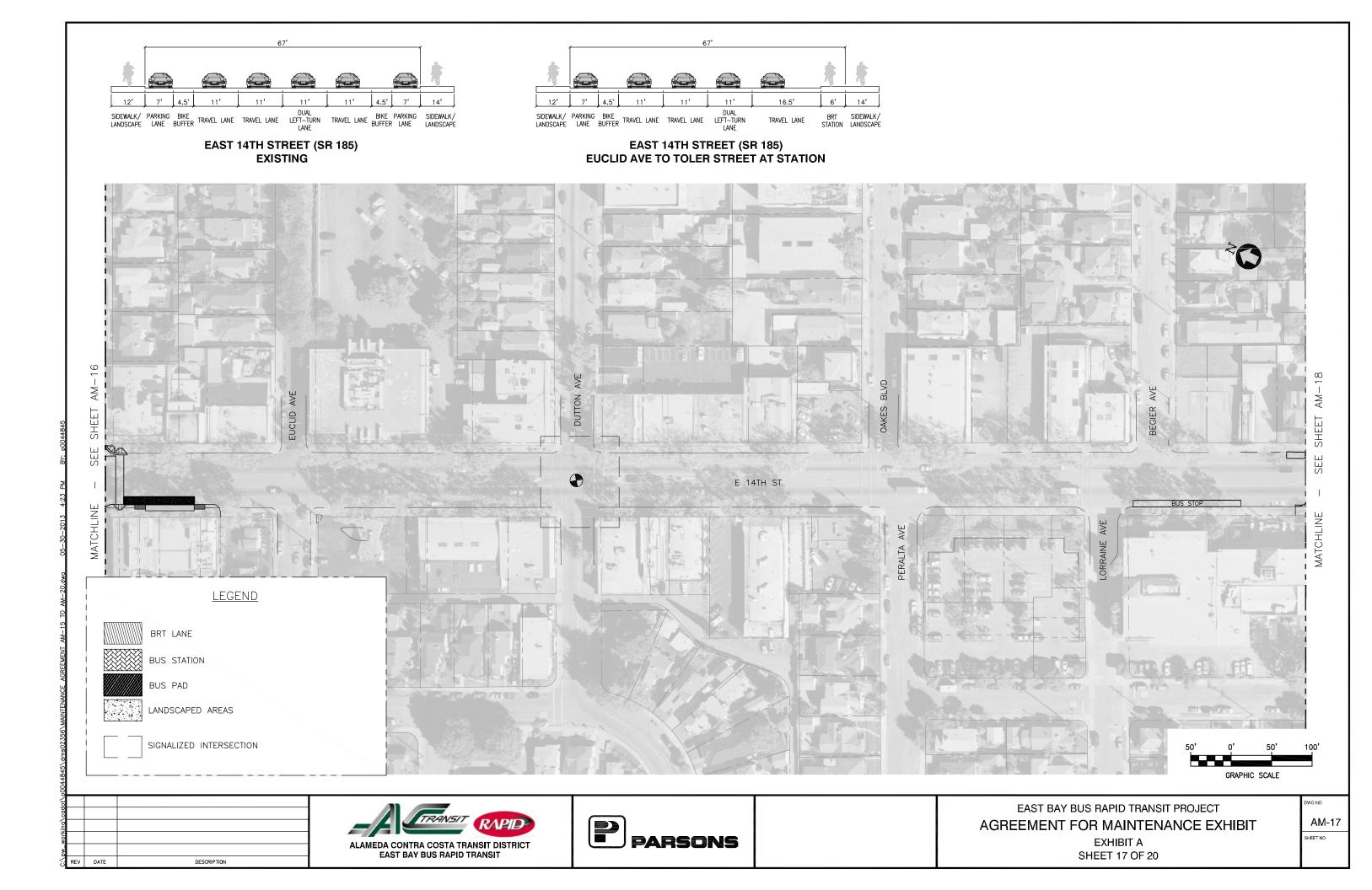
This Agreement may not be changed, modified or rescinded except in writing, signed by the PARTIES, and any attempt at oral modification of this agreement shall be void and of no effect.

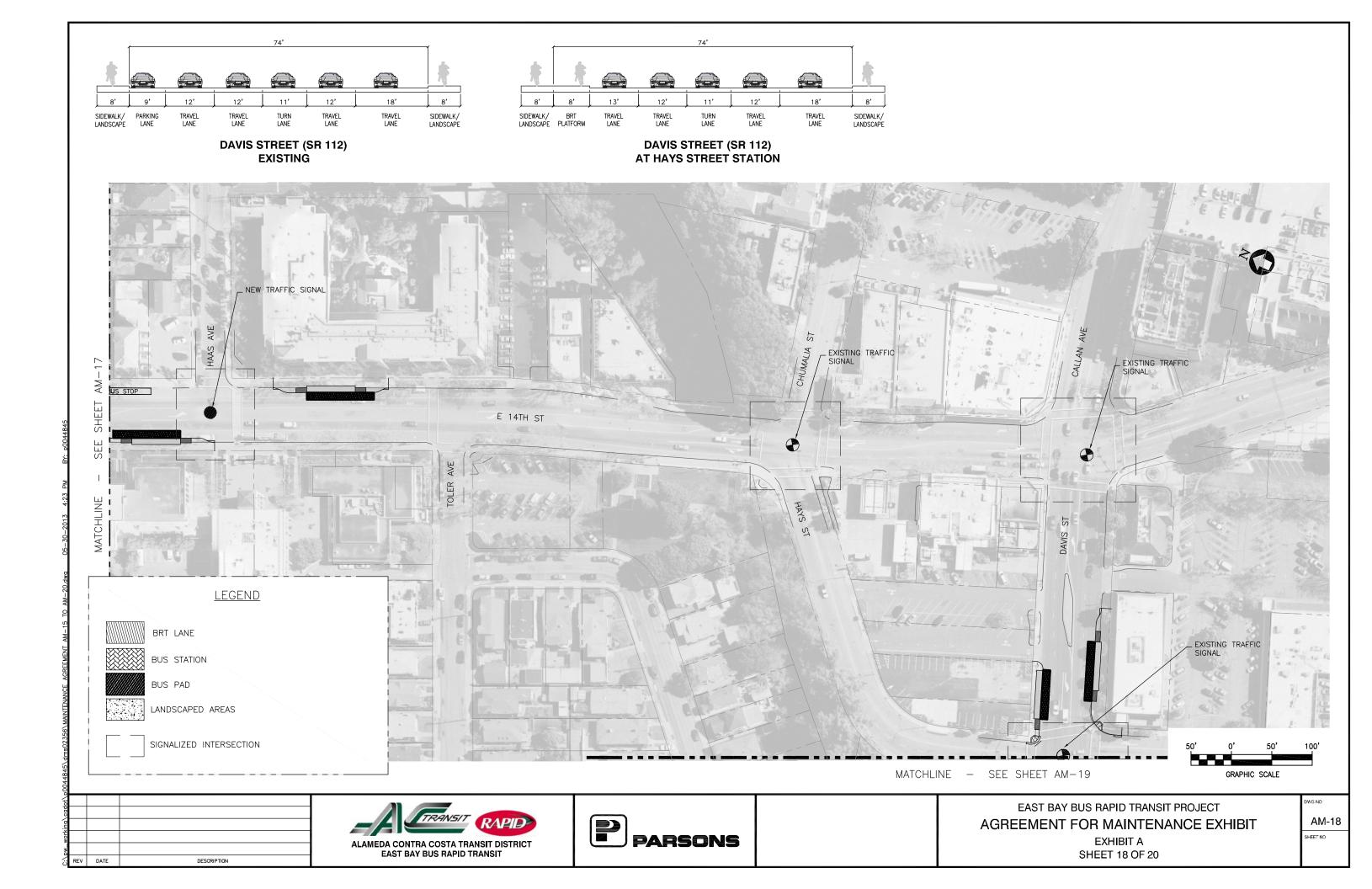
By signing below, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she has the legal authority, or has received such authority from the entity, to bind the entity upon whose behalf he/she executed this Agreement.

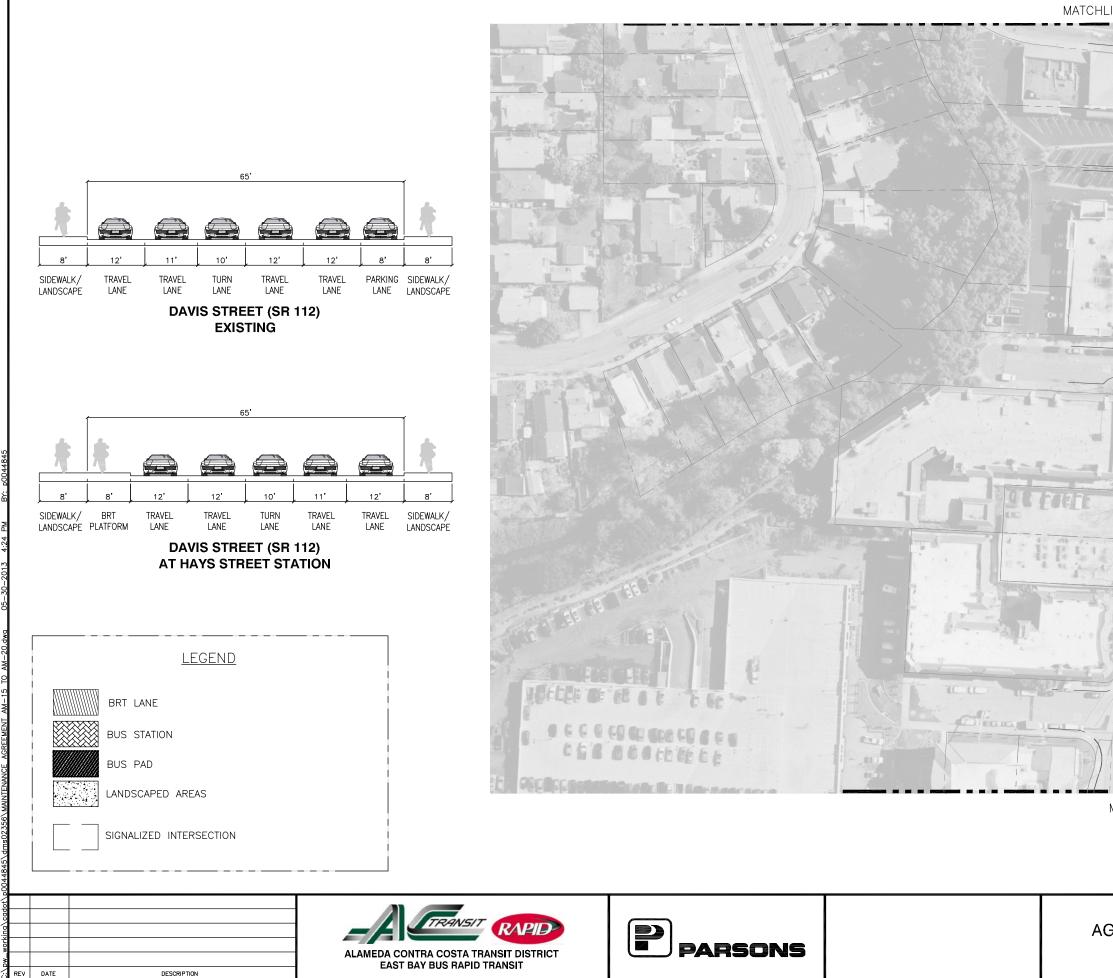
DISTRICT:	CITY:
David J. Armijo, General Manager	Chris Zapata, City Manager
Approved as to Form and Content:	Approved as to Form:
David A.Wolfe, General Counsel	Richard D. Pio Roda, City Attorney

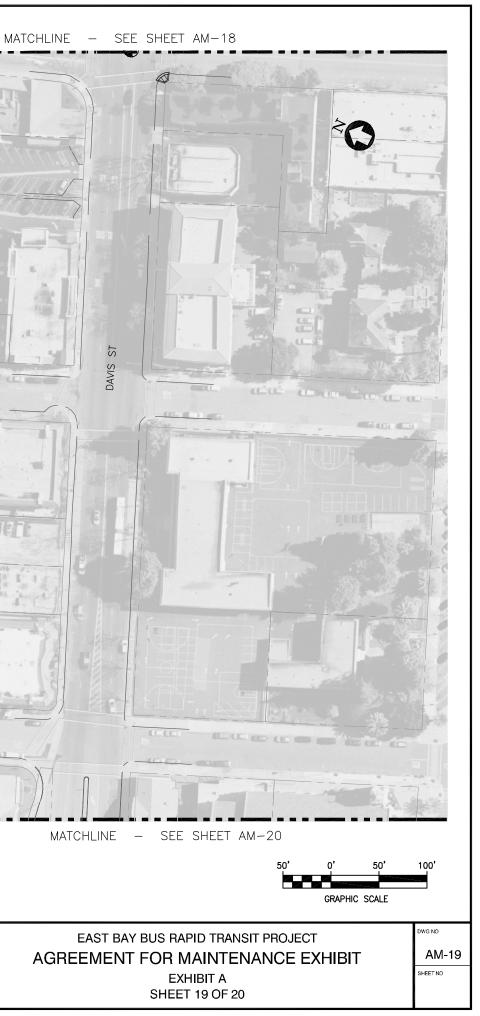












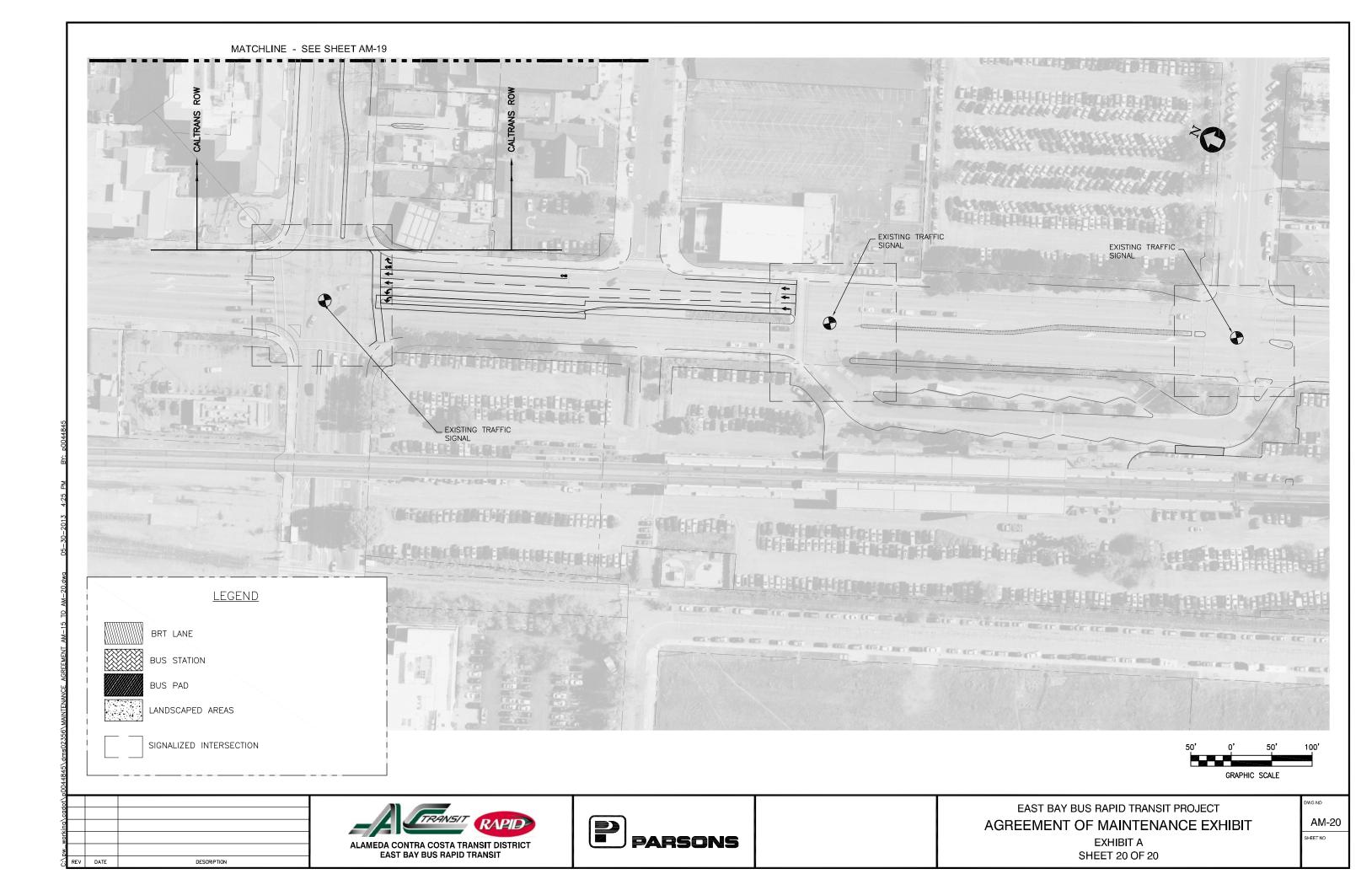


EXHIBIT B DIVISION OF OPERATIONS AND MAINTENANCE RESPONSIBILITIES

CATEGORY	CITY	DISTRICT
Traffic Signal System and Signs	• All components of the vehicular and pedestrian traffic signals and sign systems within CITY/STATE rights-of-way including, but not limited to, traffic signals, pedestrian crossing signals, audible signals, masts, poles, roadway detector loops, internally illuminated street name signs, signal interconnect, emergency vehicle preemption features, traffic signal controllers, power service and associated conduits and cables. Power service shall include conduit, wire, pedestals (and all internal components), and boxes from CITY facility to PG&E point of service feed.	<ul> <li>All components of the traffic signal system directly related to BRT operations including, but not limited to, BRT signals, including detector loops, related controllers, and associated conduit and cable located within the BRT corridor.</li> <li>BRT signs within the corridor.</li> </ul>
Signal Management System (SMS)	• Components of the system that are connected to the CITY's Signal Management System (SMS) including, but not limited to, central computer system and peripherals.	• Components of the Signal Management System (SMS) that are connected to the DISTRICT's Operation Control Center (OCC) including, but not limited to, remote computer system and peripherals.
SMS Communications Links (i.e. Telephone, DSL)	• All hardwire connections that connect the CITY's Signal Management System to the signals.	• All hardwire connections that connect the DISTRICT's Signal Management System to DISTRICT signals.
Lighting	<ul> <li>All street lighting within the BRT corridor.</li> <li>All pedestrian lighting in CITY/STATE right-of- way, except on station platforms.</li> </ul>	• All station lighting at BRT stations.

CATEGORY	СІТҮ	DISTRICT
Signs and Pavement Markings	• All signs, pavement and curb markings, striping legends, arrows and raised pavement markers on CITY streets.	• All signs, pavement and curb markings, striping legends, arrows, and raised pavement markers within the BRT dedicated bus way .
Roadway	• All Pavement, roadway, curbs, and sidewalks in CITY/STATE right-of-way.	<ul> <li>All concrete bus pads within the BRT dedicated lanes.</li> <li>•</li> </ul>
Landscaping	• All landscaping, irrigation (including controllers) and hardscape located within CITY/STATE right-of-way and outside the BRT operating station.	<ul> <li>Landscaping and irrigation within the BRT stations,</li> <li>Irrigation controllers that service DISTRICT maintained landscaping.</li> </ul>
Transit Facilities	Nothing	<ul> <li>Electric service cabinets for DISTRICT facilities</li> <li>BRT communication system elements including, but not limited to, ducts and cables and BRT traveler information system elements including, but not limited to, CCTV, housings, signals, , cable, ducts, pullboxes, manholes and signs.</li> <li>BRT Station facilities including, but not limited to: signs, bus pads, shelters, lighting, benches, advertising panels and trash containers.</li> </ul>

CATEGORY	CITY	DISTRICT
Utilities	• CITY – owned storm drain, sanitary sewer, water distribution, and electrical systems. Maintenance or repair of such utilities located under the BRT corridor/operating envelope must be coordinated with DISTRICT.	<ul> <li>All BRT station drainage facilities, up to and including connections at CITY manholes.</li> <li>All utilities related to the BRT station operations (e.g., electrical at station platform)</li> </ul>
Electrical Service	• Electrical equipment including service cabinets (and all internal components), conductors, wires and pull boxes from CITY facility equipment (street lights, traffic signals, CITY irrigation controllers) to the PG&E box.	• Electrical conductors, wires and pull boxes from DISTRICT facility equipment (stations and DISTRICT irrigation controllers) to the PG&E point of service connection.