



City of San Leandro

Meeting Date: December 1, 2014

Staff Report

File Number: 14-496

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.C.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Authorizing the City Manager to Execute a Metropolitan Transportation Commission Priority Development Area Planning Grant Funding Agreement and a Memorandum of Understanding for the Bay Fair BART Transit Village Transit Oriented Development Specific Plan

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council authorize the City Manager, or his designee, 1) to execute the Metropolitan Transportation Commission Priority Development Area Planning Grant Funding Agreement for \$440,000, and any and all other documents required or deemed necessary or appropriate to secure the grant, and all amendments thereto; and 2) to execute a Memorandum of Understanding with BART, Madison Marquette and Alameda County for payment of the local matching funds.

BACKGROUND

In May 2014, the Metropolitan Transportation Commission (MTC) awarded the City of San Leandro a \$440,000 Priority Development Area (PDA) Planning Grant (Grant) to prepare a Bay Fair BART Transit Village Transit Oriented Development Specific Plan ("Specific Plan") and related California Environmental Quality Act (CEQA) environmental document. The City's local project partners are the San Francisco Bay Area Rapid Transit District (BART), Madison Marquette, and Alameda County. The City and its local project partners committed to a local match of \$92,000 for a total project budget of \$532,000. The City and its three local partners propose to enter into a memorandum of understanding (MOU) to pay for the Specific Plan and the environmental document. Of the \$92,000, the City will provide \$50,000 as its share: \$40,000 as cash match from the City General Fund (appropriated by the City Council in the 2014-15 Budget) and \$10,000 from City in-kind staff costs (primarily for Community Development and Engineering & Transportation staff).

Given its proximity to multiple transit options, the Bay Fair BART Transit Village (see Attachment 1, Project Area Map) has exciting possibilities as a mixed-use, transit-oriented

retail, commercial and residential destination. Moreover, it provides an opportunity to create connectivity to other TOD and PDA areas along the East 14th Street corridor. BART and Madison Marquette, the owners of Bayfair Center, have previously explored developing TOD opportunities on their respective surface parking lots; this MTC planning grant provides the funding to expand on that idea. The Association of Bay Area Governments (ABAG) and MTC recognized the Downtown TOD and East 14th Street corridor as certified PDAs, but the Bay Fair Transit Village does not have the designation. Key benefits for PDA certified areas are access to and/or priority for a variety of federal, State and regional funding.

Developing and implementing a sustainable and vibrant Bay Fair TOD plan will enable the City to come “full circle” in comprehensively planning and transforming the City, which began with the East 14th Street South Area Development Strategy in 2004, followed by the Downtown TOD Strategy (2007), the Next Generation Industrial Workplace District Study (2013), and the Marina Shoreline Master Plan efforts, which are currently underway.

The proposed Specific Plan area includes Bayfair Center (a regional mall) and the adjacent BART station. The area represents an important opportunity for transit-oriented development that can transform the area into a regionally sustainable and vibrant destination in support of Plan Bay Area’s goals. ABAG and MTC adopted Plan Bay Area in 2013 to address State mandated land use, transportation and greenhouse gas emission goals and requirements under Senate Bill (SB) 375.

Analysis

Through the PDA Planning Grant, the proposed Specific Plan will address a wide range of development, planning and economic issues including:

- Existing and future opportunities for transit-oriented mixed-use and residential development within the study area
- A market demand analysis for TOD development
- Affordable housing and anti-displacement strategy
- Financial and market feasibility of possible development options
- Regulatory framework for achieving a preferred land use alternative (e.g. Zoning Code and/or General Plan amendments)
- Urban design goals expressed through appropriate design standards and guidelines
- Access improvements to increase non-auto access to the study area and better serve BART and AC Transit riders
- Parking and transit strategies to manage parking resources, reduce parking demand and increase transit use
- Transportation and infrastructure improvements to accommodate a preferred land use alternative
- Financing options and implementation strategies to facilitate a preferred land use alternative

The City plans to create a citizen advisory committee (CAC) and technical advisory committee (TAC) to provide comprehensive and diverse input throughout the planning process. This is similar to the process used for the Downtown TOD Strategy planning efforts from 2005-2007 and will fulfill the community involvement strategy requirement of the Grant. The CAC will

consist of City Council-approved local stakeholders from in and around the Bay Fair area, such as residents, property owners, business owners and public service providers. The formation of the CAC is scheduled to begin in Spring 2015 and the process will be brought to the City Council for approval at that time. The TAC will consist of staff from City departments, local partners (BART, Madison Marquette and Alameda County), and other public agencies (e.g., AC Transit, MTC, ABAG, and Alameda County Transportation Commission) to provide technical expertise and guidance.

The Specific Plan will include preparation of an environmental impact report (EIR) to assess the potential development options. City staff, and the selected planning consultant, will explore during the planning process the possibility of streamlining the CEQA environmental review by coordinating with the General Plan Update EIR underway.

MTC expects the final Specific Plan to be an implementable plan that will include feasible policy and development recommendations such as Zoning Code and/or General Plan amendments. The City will adopt the Specific Plan and EIR no later than Spring 2017, pursuant to the grant's requirements.

In terms of next steps, the City and its local partners will issue a Request for Proposals for a qualified planning consultant to manage and prepare the Specific Plan and related environmental document. Below is a tentative timeline for the consultant selection process. As noted below, the City Council will have final review of the recommended consulting firm and its contractual services agreement.

- December 2014 - Issue RFP
- January 2015 - Review RFP submittals; interview top candidates; develop staff recommendation of preferred firm
- February 2015 - City Council to approve consultant service agreement with preferred firm
- March 2015 - Begin Specific Plan planning process
- Spring 2017 - City Council to review and adopt the final Specific Plan and EIR

Memorandum of Understanding (MOU)

To coordinate the joint effort to prepare the Specific Plan, the City, BART, Madison Marquette and Alameda County will enter into an MOU to describe mutual goals and objectives, roles and responsibilities and financial/match commitments from each party. Listed below is a summary of the \$92,000 local match commitment by party:

- City of San Leandro (\$40,000 cash and \$10,000 in-kind staff costs primarily from Community Development and Engineering and Transportation)
- BART (\$15,000 cash)
- Madison Marquette (\$15,000 cash)
- Alameda County (\$12,000 in-kind staff costs primarily from Planning)

Applicable General Plan Policies

- General Plan Policy 8.10 - Bayfair Mall: Promote the revitalization of Bayfair Mall and its

environs by introducing new and compatible uses, including new shops, services, community facilities, restaurants, entertainment venues, and offices.

- General Plan Policy 15.01 - Coordination with Service Providers: Work collaboratively with AC Transit and BART to ensure that public transit service remains safe, reliable, and affordable, and to improve service frequency and coverage within San Leandro neighborhoods and employment centers.

Environmental Review

No environmental review is required for the authorization to execute the MTC PDA Planning Grant and MOU. A CEQA environmental review will be required as part of the proposed Specific Plan.

Legal Analysis

The City Attorney's Office reviewed and approved the staff report and the MTC PDA Planning Grant Funding Agreement and MOU, the latter two as to form.

Fiscal Impacts

The City will contribute a total of \$50,000 in local matching funds towards the MTC PDA Planning Grant and under the MOU. Forty Thousand Dollars (\$40,000) to be funded from the FY 14-15 City Manager's Contingency fund. Funds transferred to the Planning Services Division budget as follows:

- \$30,000 (010-41-001-5120) Consultant Services Agreement
- \$10,000 (010-41-001-5890) Contingency

In addition to the \$40,000 in cash match, the City will provide \$10,000 from in-kind staff time to manage the Grant implementation.

ATTACHMENTS

Attachment to Staff Report

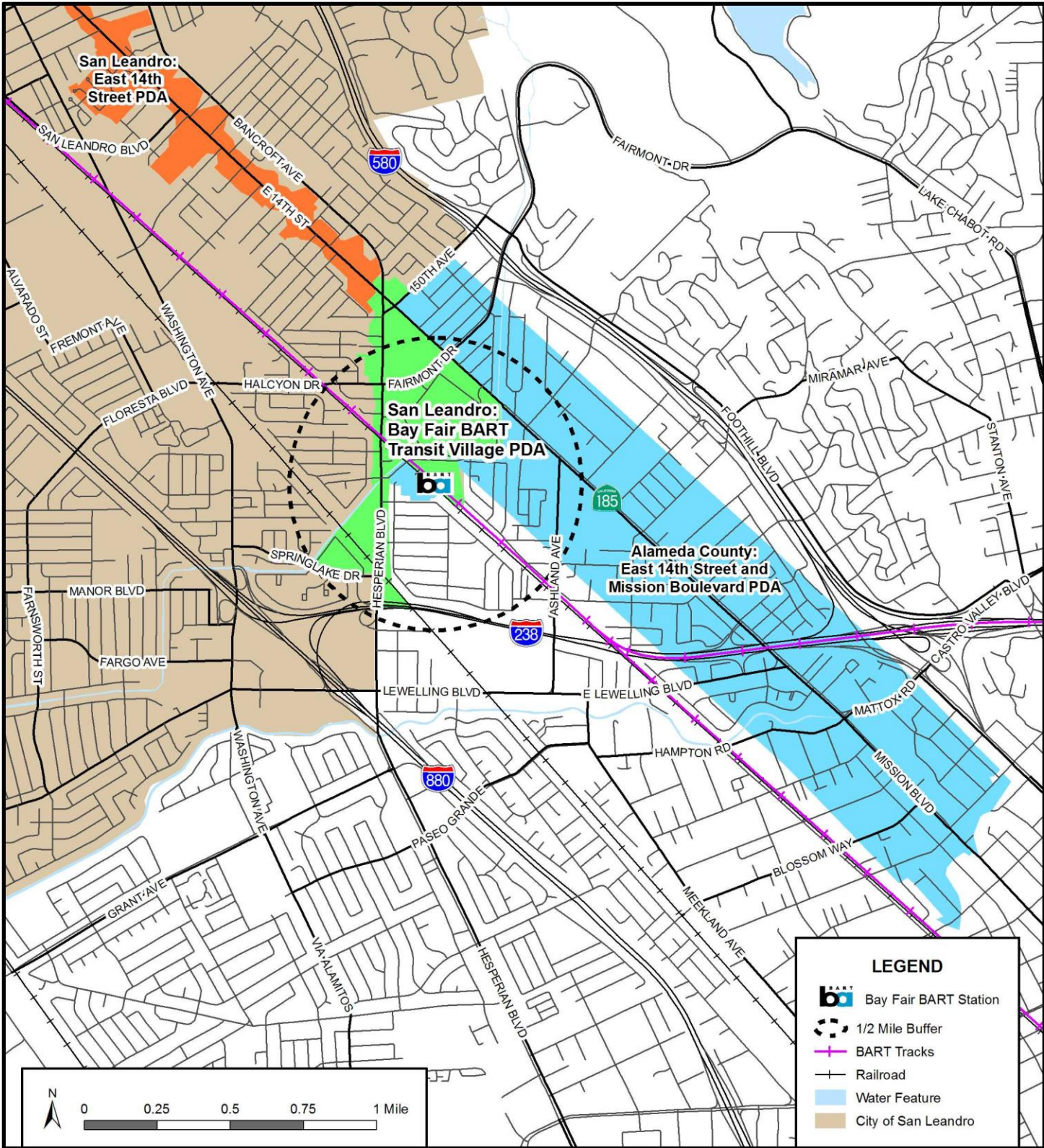
- Attachment 1: Project Area Map

Attachments to Related Resolution

- MTC Planning PDA Grant Funding Agreement for Transit Oriented Development Specific Plan
- Memorandum of Understanding For Bay Fair BART Transit Village TOD Specific Plan

PREPARED BY: Tom Liao, Deputy Community Development Director, Community Development Department

ATTACHMENT 1 PROJECT AREA MAP



LEGEND

-  Bay Fair BART Station
-  1/2 Mile Buffer
-  BART Tracks
-  Railroad
-  Water Feature
-  City of San Leandro



City of San Leandro

Meeting Date: December 1, 2014

Resolution - Council

File Number: 14-497

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Cynthia Battenberg
Community Development Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Authorizing the City Manager to Execute a Metropolitan Transportation Commission (MTC) Priority Development Area Planning Grant Funding Agreement and Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of San Leandro, the San Francisco Bay Area Rapid Transit District (BART), Madison Marquette, and Alameda County for the Bay Fair BART Transit Village Transit Oriented Development Specific Plan (commits \$50,000 City contribution to secure a \$440,000 grant from MTC)

WHEREAS, in May 2014, the Metropolitan Transportation Commission ("MTC") awarded the City of San Leandro (the "City") an MTC Priority Development Area ("PDA") Planning Grant ("PDA Grant") in the amount of \$440,000 to prepare the Bay Fair BART Transit Village Transit-Oriented Development ("TOD") Specific Plan ("Specific Plan"); and

WHEREAS, MTC awarded the City the PDA Grant with the understanding that the City would contribute \$50,000 (including \$10,000 of in-kind City staff hours), and the San Francisco Bay Area Rapid Transit District ("BART") and Madison Marquette ("MM") would each contribute \$15,000 in matching funds for a total matching amount of \$80,000; and

WHEREAS, the City desires to enter into a Memorandum of Understanding ("MOU") with BART, MM, and Alameda County to coordinate the successful implementation of the Specific Plan pursuant to the PDA Grant; and

WHEREAS, the focal points of the Specific Plan are the Bay Fair BART Station and Bay Fair BART Station parking lot and the Bayfair Center. The Project Area is located primarily within San Leandro city limits, with the exception of the southeastern portion of the Bay Fair BART Station property, which is located in unincorporated Alameda County; and

WHEREAS, the 2002 San Leandro General Plan ("General Plan") promotes the revitalization of the area in and around the Bayfair Center in San Leandro and calls for "introducing new and compatible uses, including new shops, services, community facilities,

restaurants, entertainment venues, and offices;” and

WHEREAS, the City is currently in the process of updating the General Plan, which is expected to be completed in Spring, 2016. The City anticipates incorporating key themes and issues from the Specific Plan into the updated General Plan; and

WHEREAS, in 2006, the California Department of Transportation (“Caltrans”) awarded BART a Community-Based Transportation grant to conduct a station area study of the Bay Fair BART Station. BART, the City, Alameda County, Caltrans, Alameda-Contra Costa Transit District and Madison Marquette cooperated on a community oriented process to create the Bay Fair BART Station Transit-Oriented Development and Access Plan (“TOD and Access Plan”), which was completed in March 2007; and

WHEREAS, in 2008, BART received a Regional Measure 2 Safe Routes to Transit (“SR2T”) grant from MTC to create a plan focusing on improving personal safety and security in and around the Bay Fair BART Station (“SR2T Plan”). The SR2T Plan was completed in 2009. It recommended and prioritized capital projects for both short-term and long-term implementation, with some improvements to be incorporated in future development. Several recommendations in the SR2T Plan have been implemented; and

WHEREAS, the general objectives identified for this Specific Plan are to: articulate and quantify the future potential of the Bay Fair Transit Village area to transform it into a vibrant TOD area; develop comprehensive land use policies with a detailed land use map and circulation and access plan; enhance greater connectivity to the Bay Fair BART Station and nearby Alameda-Contra Costa Transit District stops; complete a detailed analysis of selected opportunity sites to provide more specific guidance for future development; develop a program for implementing the land use policies such as supportive zoning changes, development standards, design guidelines, parking strategies, a marketing program, and other viable development incentives; identify priorities for public transit, bicycle and pedestrian enhancements as well as necessary roadway, parking and streetscape improvements to support and attract public and private investment; and

WHEREAS, the updated General Plan, TOD and Access Plan, and the SR2T Plan will be taken into consideration in the preparation of the Specific Plan.

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

1. The City Manager is hereby authorized and directed to enter into, execute, and deliver the MTC Funding Agreement (the “Agreement”), for the PDA Grant in the amount of \$440,000, and any and all other documents required or deemed necessary or appropriate to secure the PDA Grant, and all amendments thereto; and

2. The City Manager is hereby authorized and directed to enter into an MOU with BART, MM, and Alameda County to coordinate towards the successful implementation of the Specific Plan pursuant to the PDA Grant. A copy of the MOU is attached as Exhibit A; and

3. That the City Manager, or his designee, is authorized to execute the Agreement for the PDA Grant and authorized to execute the MOU, contingent upon the City Attorney’s

approval of the documents as to form.

2355387.1



METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
E-MAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

Adrienne J. Tissier, Chair
San Mateo County

[DATE]

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

Chris Zapata, City Manager
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

RE: Funding Agreement

David Campos
City and County of San Francisco

Dave Cortese
Santa Clara County

Dear Mr. Zapata:

Bill Dodd
Napa County and Cities

This letter is our Funding Agreement for the performance of priority development area planning assistance (“the Agreement”).

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

It is agreed that the City of San Leandro (also referred to as “RECIPIENT”) shall perform, or engage a consultant to perform, the project tasks specified in Attachment A, Scope of Work attached hereto and incorporated by this reference.

Mark Green
Association of Bay Area Governments

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Therese Trivedi (herein “MTC Contract Manager”) shall be responsible for the overall administration of the Agreement, including approving deliverables and invoices. Day-to-day technical direction shall be provided by Mark Shorett, Association of Bay Area Governments (herein "Project Manager") or a designated representative.

Steve Kinsey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

Payment to RECIPIENT shall be due in the amounts indicated in Attachment B, Project Budget and Schedule, upon acceptance by the Contract Manager of the Project deliverables, described in detail in Attachment A.

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC’s Project Manager.

Scott Wiener
San Francisco Mayor’s Appointee

RECIPIENT shall deliver or mail invoices to MTC, as follows:

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

Accounting Department
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 -- 8th Street
Oakland, CA 94607-4700

Subject only to duly executed amendments, it is expressly understood and agreed that in no event shall the total compensation to be paid under the Agreement exceed the sum of four hundred forty thousand dollars (\$440,000).

The Agreement is funded in whole, or in part, by Surface Transportation Program (STP) funds allocated to MTC by the Federal Highway Administration, funds from which have been awarded to RECIPIENT by MTC, and the provisions in Attachment C, Terms and Conditions, and Attachment D, Fair Employment Practices Addendum, and Attachment E, Nondiscrimination Assurances, are hereby incorporated by reference. To the extent that they conflict with any of the above provisions, they supersede such provisions.

Performance shall begin on [Date], and be completed by [Date], unless MTC terminates this agreement earlier as provided in Article 3, Termination, of Attachment C.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger
Executive Director

Accepted and Agreed to this _____ day
of [Month and Year]

Chris Zapata, City Manager
City of San Leandro

ATTACHMENT A
Scope of Work
Bay Fair BART Transit Village Transit-Oriented Development Specific Plan

RECIPIENT, with professional consulting assistance (“CONSULTANT”), shall complete the following:

[SEE ATTACHED]

ATTACHMENT A
Scope of Work
Bay Fair BART Transit Village TOD Specific Plan

RECIPIENT, with professional consulting assistance (“CONSULTANT”), shall complete the following:

Task 1: Priority Development Area (PDA) Profile

The consultant team, in coordination with City staff, will define the precise study area for the Specific Plan and will prepare a Priority Development Area (PDA), or TOD area, Profile report. This report provides an overview of the demographic and socio-economic characteristics of the planning area, transit/travel patterns and use, physical aspects of the planning area, as well as any known issues that will need to be considered or addressed during the planning process. The draft PDA Profile Report will be presented to the CAC for review and comments. The information contained in this report should be referenced throughout the planning process in the development of subsequent planning elements. Data sources shall include the US Census as well as other planning efforts. The PDA Profile Report shall include the following information:

- Inventory of the physical context, including: existing land uses, urban form, parking supply, traffic conditions, transit service and patronage, infrastructure conditions, social services, jobs, neighborhood amenities/retail, activity nodes, public facilities (including parks, schools/playgrounds), housing opportunity sites (as identified in the Housing Element Update), natural hazard risks, air quality and environmental conditions (e.g., Bay Area Air Quality Management District data) and any other relevant inventory items.
- Summary of demographics, including: population, age, ethnicity, language, place of birth and residence, disability, households, employment (number of jobs by wage/salary and occupation), income and poverty status, household tenure and costs, place of work, travel mode to work, vehicle availability, project housing need at various income levels (per regional housing needs allocation or RHNA) and travel time to work.
- Issues or concerns that will need to be addressed during the planning process. This includes an assessment of current City, County, and BART policies and other governmental and physical factors that will influence the feasibility of transit-oriented development, the status of proposed or planned Bay Fair area capital improvement projects, and applicable BART and AC Transit plans/policies, including BART extension to Silicon Valley.
- Key opportunity sites for future transit-oriented development will be identified, and the consultant will gather pertinent data about these properties.
- Context for the relationship between the planning area and the surrounding area should be provided, including identifying opportunities for positive benefit to the surrounding unincorporated neighborhoods, Alameda County East 14th Street PDA project area, and County property within the planning area (i.e., southwest BART parking lot).
- Supporting base and overlay maps and other data as needed shall be included in the report.

This initial community meeting will serve to formally start the public planning process, provide a general overview to the community on the purpose, timeline and solicit desired outcomes, goals, and objectives for the Specific Plan.

Deliverable #1a: Community Meeting (kick-off meeting) – Agenda/Meeting Material (Memos, Powerpoint presentations, printed graphics or information for the public), and Summary of Feedback

Deliverable #1b: PDA Profile Report

Task 2: Community Involvement Strategy

A collaborative planning process with residents, businesses, property owners, relevant public agencies, community groups, neighborhood associations, nonprofits, faith-based organizations are essential to an effective and implementable Specific Plan. Special attention should be paid to involve community groups and minority, low income, youth, renter and non-English speaking populations within or near the planning area. The Community Involvement Plan should include:

- Creation of a Citizens Advisory Committee (CAC). The consultant shall advise City staff on creating a CAC including the make-up of and the process for selecting a broad-ranging group of local stakeholders to serve on the CAC. City staff will take the lead in establishing and coordinating the CAC.
- Creation of a Technical Advisory Committee (TAC). The consultant shall advise City staff to determine which relevant public agencies or stakeholders shall serve on the TAC. City staff shall take the lead in establishing and coordinating the TAC.
- Identify target groups to engage, including residents (renters and homeowners), property owners, businesses, developers (nonprofit and for profit), neighborhood associations, community and faith based organizations, seniors, youth, and non-English speaking populations.
- Identify strategies to partner with and engage local community stakeholders and organizations. This includes an identification of meeting formats such as town hall meetings, focus groups, workshops, open houses, or interviews which the consultant intends to use. Also, this section shall include a description of the types of outreach that will be used such as the Internet/websites, social media, fact sheets, posters, maps, surveys, photo-simulations, visual massing studies, local media contacts, etc. A website for the Specific Plan is mandatory and will be designed and maintained by the consultant.
- Strategies specific to engaging low-income and minority communities.
- Schedule of public meetings, TAC/CAC meetings, and other public events and implementation of any other outreach and engagement strategies.

The consultant will present the PDA Profile Report and Community Involvement Strategy at the kick-off meetings for the TAC and CAC.

Deliverable #2a: Community Involvement Strategy/Plan

Deliverable #2b: TAC Meeting (kick-off meeting) – Agenda/Meeting Material, and Minutes

Deliverable #2c: CAC Meeting (kick-off meeting) – Agenda/Meeting Material, and Minutes

Task 3: Market Demand Analysis

The consultant will prepare a preliminary report on the potential market demand for transit-oriented development in the study area with consideration of the benefits and constraints of Bayfair Center, BART, and AC Transit. The market analysis will examine all forms of potential development, including ownership and rental housing in a range of pricing, office, retail and mixed-use development. This analysis will include a feasibility assessment of providing affordable (e.g., very low, low and moderate income) and market rate housing to various household sizes, which may help inform the preparation of Task and result in cost savings for Task 5 (“Affordable Housing and Anti-Displacement Strategy). The market analysis will consider the financial feasibility of each development type based on current and projected land and development costs, potential lease rates and sale prices, current City development standards and fees, compatibility with surrounding uses, and other pertinent factors. Housing and

mixed-use developers, including for-profit and non-profit firms, will be interviewed (possibly through a Developer's Symposium) to determine the market, financial, regulatory and other factors that would affect their decision to build a transit-oriented project within the study area. The analysis will provide input to the Alternatives Analysis and selection of a Preferred Alternative.

Deliverable #3a: Market Demand Analysis Report

Deliverable #3b: TAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #3c: CAC Meeting – Agenda/Meeting Materials and Minutes

Task 4: Affordable Housing and Anti-Displacement Strategy

Taking into account the findings of Task 1 (PDA Profile) and Task 3 (Market Demand Analysis), the consultant will develop a strategy to provide existing and future planning area residents with a range of housing options that are affordable to households at all income levels. This Strategy will quantify the need for affordable housing and identify policies and actions to meet this need, including potential Specific Plan policy recommendations (e.g., zoning changes, incentives, etc) to address any obstacles to providing affordable housing identified in Task 3 (Market Demand Analysis).

To limit or prevent displacement in the planning area, the strategy should identify how non-subsidized affordable housing units in or near the area may be impacted by the plan build-out. The strategy should describe existing preservation policies to maintain neighborhood affordability (including acquisition and/or rehabilitation of existing affordable housing units) and additional zoning changes or policies needed.

The Affordable Housing and Anti-Displacement Strategy will be presented at a community workshop.

Deliverable #4a: Affordable Housing and Anti-Displacement Strategy Report

Deliverable #4b: TAC Meeting– Agenda/Meeting Materials and Minutes

Deliverable #4c: CAC Meeting – Agenda/Meeting Material and Minutes

Deliverable #4d: Community Workshop - Agenda/Meeting Material and Summary of Feedback

Task 5: Alternatives Analysis

The consultant will prepare a minimum of three draft long-term alternatives or visions for the TOD/PDA plan, assess the feasibility of implementing each alternative with a focus on the identified opportunity sites. Supporting maps (i.e., land use, circulation, density/form) for each alternative must be included. Photo-simulations and visual massing studies are highly recommended for each alternative if feasible, but are required for the preferred option. The alternatives should include an analysis of potentially incompatible land uses and resulting consequences/issues. For the purpose of policy discussion and environmental assessment, the alternatives will contrast different land use compositions and development intensities. A detailed breakdown of the development potential under each land use alternative will be prepared. The consultant will also prepare preliminary pro forma analyses to test the feasibility of specific development options on key opportunity sites, including an assessment of incentives and other policies required to meet the housing needs identified in Tasks 3 and 4 above. Staff and consultant will solicit input from interested developers to test the market and financial feasibility of the land use alternatives.

The PDA Profile Report, Community Involvement Strategy, Alternatives Analysis and Market Demand Analysis will be presented at a community workshop for public education and initial feedback.

Following public input and based on the findings of the Alternatives Analysis, a Preferred (Development) Alternative will be identified.

Deliverable #5a: Alternatives Analysis Memo

Deliverable #5b: TAC Meeting– Agenda/Meeting Materials and Minutes

Deliverable #5c: CAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #5d: Community Workshop – Agenda/Meeting Materials and Summary of Feedback

Task 6: Multi-modal Access and Connectivity

This plan or report will identify pedestrian access and circulation patterns, bicycle access and circulation plans, transit connectivity, and auto circulation routes. The consultant will prepare strategies for transportation demand management (TDM) improving bus access to rail stations and frequency of feeder services (in consultation with transit providers) as well as pedestrian, bicycle and auto access and safety. Multi-modal connections between the transit stations and higher density housing, surrounding neighborhood amenities, activity nodes (including outside of the planning area), and open space should be emphasized. Opportunities for new and/or improved non-auto connections should be identified.

Deliverable #6a: Multi-modal Access and Connectivity Plan/Memo

Task 7: Pedestrian-friendly Design/Placemaking & Accessible Design Guidelines

The consultant will produce building, open space, and street design guidelines or standards that focus on pedestrian-oriented design that enhances walkability, pedestrian and bicycle comfort and convenience, and the safety and security of transit riders in and around the planning area. Possible approaches may include pedestrian-friendly design guidelines, form based code, street design guidelines and context sensitive solutions. These guidelines will be prepared and presented in conjunction with Task 6 (Multi-modal Access and Connectivity) above. Graphics and visuals will be essential to and required for the design guidelines. Graphic presentation may include architectural drawings and renderings, massing studies, cross-sectional views, elevation drawings, etc.

The consultant will also create an accessibility design plan for people with disabilities and the elderly that ensure fully accessible transit stations, accessible paths between transit and surrounding areas, and visitable and habitable housing units adjacent to applicable transit stations and in the planning area, where feasible. Visitable means a dwelling unit where a person with a disability can visit with an accessible restroom. Habitable means a dwelling unit where a person with a disability can live with an accessible bedroom. Note that if new housing is proposed within the planning area, at least 10% of townhomes should be habitable by persons with disabilities.

The Multi-modal and Connectivity memo, Pedestrian-friendly Design Standards and Accessible Design memo will be presented at the TAC and CAC meetings.

Deliverable #7a: Pedestrian-friendly Design Standards

Deliverable #7b: Accessible Design Memo

Deliverable #7c: TAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #7d: CAC Meeting – Agenda/Meeting Materials and Minutes

Task 8: Parking Analysis

The consultant will assess the cumulative parking demand that will be required to support the land use alternatives with consideration of the City's, BART's and Bayfair Center's existing parking standards and the anticipated reduced demand associated with transit-oriented development. The objective of the analysis will be to identify methods to reduce the overall parking requirement by capitalizing on the advantages offered by BART, AC Transit, mixed use development, and parking management opportunities. Expected outcomes will be a parking management strategy and reduced parking standards for projects located within the Specific Plan area, while addressing the concerns of area businesses and property owners. Opportunities for shared parking and structured parking (rather than surface parking) to support transit users and planning area land uses will be explored. Strategies and incentives for increasing transit use will also be discussed such as carshare, transit passes, and improved pedestrian and bicycle facilities. The necessity and feasibility of a permit program or other measures to regulate on-street parking such as pricing will also be discussed. A BART replacement parking analysis must also be calculated using BART's methodology, as outlined in *Replacement Parking for Joint Development: An Access Policy Methodology* by Richard Willson, April, 2005.

Deliverable #8a: Parking Analysis Plan/Memo

Deliverable #8b: TAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #8c: CAC Meeting – Agenda/Meeting Materials and Minutes

Task 9: Infrastructure Development and Budget

The consultant will prepare an analysis of current and future public infrastructure and facilities needed in the planning area (including schools, libraries, parks, sewers, parking, and other facilities) to serve the existing and future needs of the anticipated population in the planning area. This task will include an assessment of opportunities to utilize resource efficient infrastructure and further the City's Climate Action Plan. In addition to providing cost estimates, financing strategies should include specific mechanisms to fund necessary improvements, expansions and maintenance of existing services and prioritization of strategies.

Deliverable #9a: Infrastructure Development and Budget Memo

Deliverable #9b: TAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #9c: CAC Meeting – Agenda/Meeting Materials and Minutes

Task 10: Implementation Plan and Financing Strategy

The consultant will prepare a plan containing a list of measurable actions to implement goals of the Specific Plan (including Zoning Code and/or General Plan amendments), strategies to attract transit-oriented development (including transportation demand strategies), measures to remove development constraints, a phasing plan, estimated timeline for implementation/completion, responsible departments/agencies, cost estimates, and potential revenue sources.

Deliverable #10a: Implementation Plan and Financing Strategy

Deliverable #10b: TAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #10c: CAC Meeting – Agenda/Meeting Materials and Minutes

Deliverable #10d: Planning Commission meeting (or work session) - Agenda/Meeting Material and Minutes

Deliverable #10e: City Council meeting (or work session) - Agenda/Meeting Material and Minutes

Task 11: California Environmental Quality Act (CEQA) Environmental Document

The consultant will be responsible for preparing and completing the environmental impact report (EIR) to ensure consistency between the Specific Plan and CEQA. For cost-savings and efficiency purpose, the consultant shall make use of existing environmental documentation (e.g., technical analyses, planning documents, government regulations, etc.).

Key tasks to be performed or prepared by the consultant for the EIR include, but are not limited to the following:

- Define project
- Data review and preparation of existing conditions
- Assess EIR scoping topics with City staff
- Notice of Preparation and Scoping meeting
- Initial Study
- Alternatives analysis
- Proposed Thresholds of Significance
- Documentation of impacts
- Notice of Completion & Notice of Availability
- Notice of Determination
- Responses to comments
- Mitigation measures and monitoring program
- Statement of overriding considerations (if needed)
- Findings
- Administrative Draft EIR
- Public Review Draft EIR
- Final EIR

The consultant will also be responsible for conducting all public meetings. The consultant will attend and present the draft and final EIR at the Planning Commission and City Council EIR adoption meetings.

For the purposes of the RFP submittal, applicants should budget and show applicable scope of work for an EIR. Because the City is presently undergoing its General Plan Update, which includes an EIR, there may be streamlining and other efficiencies in preparing the environmental document for Specific Plan. City staff may work with the selected consultant to a streamlined or an alternative environmental review option (i.e., Supplemental EIR instead of a Program EIR).

Deliverable #11a: Data review, project description and existing conditions inventory

Deliverable #11b: Notice of Preparation (draft and final)

Deliverable #11c: Notice of Completion (draft and final)

Deliverable #11d: Administrative Draft and Red-line Draft

Deliverable #11e: Draft EIR

Deliverable #11f: Planning Commission meeting for Draft EIR – Agenda/Meeting Materials and Minutes

Deliverable #11g: City Council meeting for Draft EIR – Agenda/Meeting Materials and Minutes

Deliverable #11h: Notice of Determination (draft and final)

Deliverable #11i: Final EIR

Deliverable #11j: Planning Commission meeting for Final EIR – Agenda/Meeting Materials and Minutes

Deliverable #11k: City Council meeting for Final EIR– Agenda/Meeting Materials and Minutes

Deliverable #11l: TAC Meeting – Agenda/Meeting Materials and Minutes (optional)

Deliverable #11m: CAC Meeting – Agenda/Meeting Materials and Minutes(optional)

Task 12: Preliminary Draft Transit-Oriented Development Specific Plan

Based on the conclusions reached through completion of Tasks 1-10, the consultant team will prepare a Preliminary Draft Specific Plan that incorporates all of the deliverables mentioned under the above tasks. The Specific Plan will include but is not limited to the following items:

- Goals and policies;
- Land use plan with description of land uses and overall development potential;
- Identification of opportunity sites and preferred development options, including photo-simulations for key development sites;
- Development standards and/or form-based design guidelines to facilitate high quality transit-oriented development;
- Policies to overcome any obstacles or constraints to meeting housing need at all income levels;
- Parking standards and strategies for increased transit use and reduced parking;
- Access improvements and design standards;
- Pedestrian-oriented street improvements and design standards for the Specific Plan area;
- Implementation program, including strategies to attract transit-oriented development, measures to remove development constraints, a phasing plan, and additional follow-up actions and public outreach efforts to implement the Specific Plan; and
- Financing options for public/private development and public improvements, including strategies and timing for pursuing possible federal and state funding sources.

Concurrent with preparation of the Specific Plan, the consultant team will prepare parallel Zoning Code amendments (and General Plan amendments if required) to implement the Specific Plan. This would include amending the Zoning Map such as creating a special zoning or overlay district for the Specific Plan area.

Deliverable #12a: Preliminary Draft TOD Specific Plan

Deliverable #12b: TAC Meeting – Agenda/Meeting Material and Minutes

*Deliverable #12c: CAC Meeting – Agenda/Meeting Material and Minutes
(review and comment on Preliminary Draft TOD Specific Plan)*

Task 13: Public Review Draft Transit-Oriented Development Specific Plan

Based on CAC and TAC input, a Public Review Draft Specific Plan will be prepared and circulated for formal public review and comment. During the public review period, City staff and CAC members will also conduct active public outreach by presenting the Specific Plan to homeowner associations, the Downtown Association, Chamber of Commerce, and other interested groups to solicit comments. A community workshop will also be conducted by the consultant team on the Public Review Draft to receive public input. A CAC meeting will be held to receive the CAC's formal and final recommendations on the Draft Specific Plan and General Plan and/or Zoning Code Amendments. The Planning Commission will conduct a public hearing and forward a recommendation to the City Council

on the Draft Specific Plan (including recommendations for Zoning Code and/or General Plan amendments).

Deliverable #13a: Draft TOD Specific Plan

Deliverable #13b: Community Workshop - Agenda/Meeting Material and Summary of Feedback

Deliverable #13c: CAC meeting - Agenda/Meeting Material and Minutes

Deliverable #13d: Planning Commission meeting - Agenda/Meeting Material and Minutes

Task 14: Final Transit-Oriented Development Specific Plan and Implementation

The City Council will hold a public hearing to adopt the Final Specific Plan and final General Plan and/or Zoning Code amendments. The consultant team will then prepare the Final Specific Plan (including recommendations for General Plan and/or Zoning Code amendments). This task also includes the consultant team assisting City staff in initiating other elements of the implementation program as outlined in the adopted Specific Plan.

Deliverable #14a: Final TOD Specific Plan as adopted by City Council

Deliverable #14b: City Council meeting - Agenda/Meeting Material and Minutes

ATTACHMENT B
Project Budget and Schedule
Bay Fair BART Transit Village Transit-Oriented Development Specific Plan

The following table provides the project budget by deliverable, including the local match to be provided by RECIPIENT:

[SEE ATTACHED]

ATTACHMENT B
Project Budget and Schedule
Bay Fair BART Transit Village TOD Specific Plan

The following table provides the project budget by deliverable, including the local match to be provided by RECIPIENT:

Project Task	Deliverables	Estimated Completion Date	Total Cost	PDA Grant Reimbursement	Local Cash Match Reimbursement	Local In-kind Match
Task 1: PDA Profile	1a: Community Kick-Off Mtg	3/31/2015	\$5,000	\$5,000		
	1b: PDA Profile Report	5/31/2015	\$15,000	\$0	\$15,000	\$1,000
Task 2: Community Involvement Strategy	2a: CI Strategy/Plan	6/30/2015	\$18,000	\$18,000		\$1,000
	2b: TAC Kick-off Mtg	6/30/2015	\$1,000	\$1,000		
	2c: CAC Kick-off Mtg	6/30/2015	\$1,000	\$1,000		
Task 3: Market Demand Analysis	3a: Market Demand Analysis Report	7/31/2015	\$33,000	\$33,000		\$1,000
	3b: TAC Mtg	7/31/2015	\$1,000	\$1,000		
	3c: CAC Mtg	7/31/2015	\$1,000	\$1,000		
Task 4: Affordable Housing & Displacement Strategy	4a: AH & A-D Strategy Report	8/30/2015	\$15,000	\$13,000	\$2,000	\$1,500
	4b: TAC Mtg	8/30/2015	\$1,000	\$1,000		
	4c: CAC Mtg	8/30/2015	\$1,000	\$1,000		
	4d: Community Workshop (AH & A-D Strategy)	8/30/2015	\$5,000	\$5,000		
Task 5: Alternatives Analysis	5a: Alternatives Analysis Memo	2/28/2016	\$36,000	\$26,000	\$10,000	\$1,000
	5b: TAC Mtg	2/28/2016	\$1,000	\$1,000		
	5c: CAC Mtg	2/28/2016	\$1,000	\$1,000		
	5d: Community Workshop (PDA, CIS, Alternatives, Market Demand)	2/28/2016	\$5,000	\$5,000		\$500
Task 6: Multi-modal Access and Connectivity	6a: M-MA & C Plan/Memo	4/30/2016	\$30,000	\$28,000	\$2,000	\$500
Task 7: Pedestrian Friendly Design/Placemaking & Accessible Design Guidelines	7a: P-F Design Standards	4/30/2016	\$15,000	\$13,000	\$2,000	\$500
	7b: Accessible Design Memo	4/30/2016	\$12,000	\$10,000	\$2,000	\$500
	7c: TAC Mtg	4/30/2016	\$1,000	\$1,000		
	7d: CAC Mtg	4/30/2016	\$1,000	\$1,000		
Task 8: Parking Analysis	8a: Parking Analysis Plan/Memo	4/30/2016	\$16,000	\$14,000	\$2,000	\$500
	8b: TAC Mtg	4/30/2016	\$1,000	\$1,000		
	8c: CAC Mtg	4/30/2016	\$1,000	\$1,000		
Task 9: Infrastructure Development & Budget	9a: ID & B Memo	4/30/2016	\$20,000	\$18,000	\$2,000	\$500
	9b: TAC Mtg	4/30/2016	\$1,000	\$1,000		
	9c: CAC Mtg	4/30/2016	\$1,000	\$1,000		
Task 10: Implementation Plan & Financing Strategy	10a: IP & F Strategy	4/30/2016	\$18,000	\$16,000	\$2,000	\$2,500
	10b: TAC Mtg	4/30/2016	\$1,000	\$1,000		
	10c: CAC Mtg	4/30/2016	\$1,000	\$1,000		
	10d: Planning Commission Mtg (may be a work session)	5/31/2016	\$1,000	\$1,000		
	10e: City Council Mtg (may be a work session)	6/30/2014	\$1,000	\$1,000		

ATTACHMENT B
Project Budget and Schedule
Bay Fair BART Transit Village TOD Specific Plan

Project Task	Deliverables	Estimated Completion Date	Total Cost	PDA Grant Reimbursement	Local Cash Match Reimbursement	Local In-kind Match
Task 11: CEQA Environmental Document						
	11a: Data review, project description & existing conditions inventory	5/31/2016	\$38,000	\$38,000		\$1,500
	11b: Notice of Preparation (draft & final)	5/31/2016	\$1,000	\$1,000		
	11c: Notice of Completion (draft & final)	5/31/2016	\$1,000	\$1,000		
	11d: Preliminary Draft (Red-line & final)	10/31/2016	\$40,000	\$40,000		
	11e: Public Review Draft EIR	11/30/2016	\$30,000	\$25,000	\$5,000	\$3,000
	11f: Planning Commission Mtg for Draft EIR	11/30/2016	\$1,000	\$1,000		
	11g: City Council Mtg for Draft EIR	12/31/2016	\$1,000	\$1,000		
	11h: Notice of Determination (draft & final)	3/31/2017	\$1,000	\$1,000		
	11i: Final EIR	3/31/2017	\$20,000	\$20,000		\$2,000
	11j: Planning Commission Mtg for Final EIR	2/28/2017	\$1,000	\$1,000		
	11k: City Council meeting for Final EIR	3/31/2017	\$1,000	\$1,000		
	11l: TAC Mtg	8/31/2016	\$1,000	\$1,000		
	11m: CAC Mtg	8/31/2016	\$1,000	\$1,000		
Task 12: Preliminary Draft TOD/PDA Specific Plan						
	12a: Preliminary Draft	8/31/2016	\$40,000	\$25,000	\$15,000	\$1,000
	12b: TAC Mtg	8/31/2016	\$1,000	\$1,000		
	12c: CAC Mtg	8/31/2016	\$1,000	\$1,000		
Task 13: Public Review Draft TOD/PDA Specific Plan						
	13a: Draft TOD/PDA Specific Plan	10/31/2016	\$30,000	\$24,000	\$6,000	\$1,500
	13b: Community Mtg (Draft TOD/PDA Plan)	10/31/2016	\$5,000	\$5,000		
	13c: CAC Mtg	10/31/2016	\$1,000	\$1,000		
	13d: Planning Commission Mtg	11/30/2016	\$2,000	\$2,000		
Task 14: Final TOD/PDA Specific Plan & Implementation						
	14a: Final TOD/PDA Specific Plan	1/31/2017	\$30,000	\$25,000	\$5,000	\$2,000
	14b: City Council Mtg	3/31/2017	\$2,000	\$2,000		
			\$532,000	\$440,000	\$70,000	\$22,000

Note: 1) Local cash match sources : \$40,000 (San Leandro), \$15,000 (BART) & \$15,000 (Madison Marquette)

2) Local in-kind match reflects City (\$10,000) and County (\$12,000) staff time contributed to the project

ATTACHMENT C

TERMS AND CONDITIONS

1. FUNDING

Funding from DOT shall be contingent upon approval by the Federal Highway Administration (FHWA) of MTC's Overall Work Program ("OWP"). Shall DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC shall reduce RECIPIENT's share of STP funds proportionately and shall, after consultation with the RECIPIENT, amend the Scope of Work as necessary to reflect the reduced level of funding.

2. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

3. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

4. RETENTION OF RECORDS

RECIPIENT agrees to establish and maintain an accounting system conforming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

RECIPIENT further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to RECIPIENT or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of RECIPIENT audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

5. AUDITS

RECIPIENT agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

RECIPIENT further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the

Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term “contract” as used in this clause excludes agreements not exceeding \$25,000.

6. LICENSE TO WORK PRODUCTS

RECIPIENT hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products (“Work Products”) developed, prepared, or assembled by RECIPIENT or RECIPIENT’s CONSULTANT(s) or its subCONSULTANTS pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of RECIPIENT or RECIPIENT’s CONSULTANT(s) or subCONSULTANTS. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which RECIPIENT or RECIPIENT’s CONSULTANT(s) or subCONSULTANTS purchase ownership under this Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, RECIPIENT agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC’s procurement and professional services activities.

RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by RECIPIENT to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

RECIPIENT agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

10. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

11. STATE ENERGY CONSERVATION PLAN

RECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

12. DEBARMENT

RECIPIENT certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

13. CLEAN AIR AND WATER POLLUTION ACTS

RECIPIENT agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

14. LOBBYING

RECIPIENT agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

15. INDEMNIFICATION

RECIPIENT shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of RECIPIENT, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and RECIPIENT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

16. MEETINGS

RECIPIENT agrees to invite the MTC Contract Manager and the Project Manager to participate in all meetings held in connection with this project, including public meetings and project Team meetings.

17. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

RECIPIENT contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, RECIPIENT certifies that the RECIPIENT and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

18. IDENTIFICATION OF DOCUMENTS

RECIPIENT shall ensure that all documents related to the project including meeting notices and reports state that the project is funded through the Metropolitan Transportation Commission's Station Area Planning Program.

In addition, RECIPIENT shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

19. TRAVEL AND SUBSISTENCE COSTS

Reimbursement of RECIPIENT travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

20. SUBCONTRACTS

RECIPIENT must include provisions of this Agreement, as applicable, modified only to show the particular contractual relationship, in any third-party contracts funded by this Agreement.

ATTACHMENT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, RECIPIENT shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. RECIPIENT shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. RECIPIENT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the RECIPIENT'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. RECIPIENT shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. RECIPIENT shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which RECIPIENT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that RECIPIENT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by RECIPIENT and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due

to RECIPIENT, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure RECIPIENT's breach of this Agreement.

ATTACHMENT E

NONDISCRIMINATION ASSURANCES

RECIPIENT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which RECIPIENT receives federal financial assistance from the Federal Department of Transportation. RECIPIENT HEREBY GIVES ASSURANCE THAT RECIPIENT shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, RECIPIENT hereby gives the following specific assurances with respect to its federal-aid Program:

1. That RECIPIENT agrees that each “program” and each “facility” as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: RECIPIENT hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That RECIPIENT shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where RECIPIENT receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where RECIPIENT receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That RECIPIENT shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the RECIPIENT with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates RECIPIENT for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates RECIPIENT or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which RECIPIENT retains ownership or possession of the property.

9. That RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. RECIPIENT shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to RECIPIENT by STATE, acting for the U.S. Department of Transportation, and is binding on RECIPIENT, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT E

During the performance of this Agreement, RECIPIENT, for itself, its assignees and successors in interest (hereinafter collectively referred to as RECIPIENT) agrees as follows:

(1) Compliance with Regulations: RECIPIENT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: RECIPIENT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by RECIPIENT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by RECIPIENT of the RECIPIENT's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: RECIPIENT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to RECIPIENT's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, RECIPIENT shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts RECIPIENT has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to RECIPIENT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: RECIPIENT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

RECIPIENT shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event RECIPIENT becomes involved in, or is threatened with, litigation

with a sub-applicant or supplier as a result of such direction, RECIPIENT may request STATE enter into such litigation to protect the interests of STATE, and, in addition, RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that RECIPIENT shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RECIPIENT all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto RECIPIENT and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on RECIPIENT, its successors and assigns.

RECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that RECIPIENT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by RECIPIENT, pursuant to the provisions of Assurance 7(a) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add ‘as covenant running with the land’’) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RECIPIENT, pursuant to the provisions of Assurance 7 (b) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

CONTRACT APPROVAL SHEET

AGENCY:		MTC			
NAME OF CONTRACTOR/RECIPIENT:					
PROJECT TITLE:					
	Amount	Approval by ED or Committee (specify)	Committee Approval Date Attach most recent signed Comm. memo	Grant/Allocation Name	Grant No./ Allocation No./ Funding Source (Acctg.)
Original contract					
Amend #1					
Amend #2					
Amend #3					
WORK ITEM #:					
FISCAL YEARS:					

REVIEW LIST

Project Manager: _____ Date: _____
 Therese Trivedi

Section Director: _____ Date: _____
 Ken Kirkey

Contract Administration: _____ Date: _____
 Denise Rodrigues¹

IT Review: _____ Date: _____
 Teri Green²/Valerie Campbell³

Office of the General Counsel: _____ Date: _____
 Melanie J. Morgan/Cynthia Segal

Deputy Executive Director: _____ Date: _____
 Andrew Fremier⁴

Deputy Executive Director: _____ Date: _____
 Alix Bockelman⁵

Finance Section: _____ Date: _____
 Brian Mayhew

¹ Includes DBE review for all federally-funded contracts.

² IT review for information technology projects affecting MTC's network and computers.

³ IT review for information technology projects affecting BATA's network and computers.

⁴ Reviews all procurements and contracts from HOA, BOO, and TCI, plus BATA-funded work.

⁵ Reviews all contracts from all sections.

MEMORANDUM OF UNDERSTANDING FOR
BAY FAIR BART TRANSIT VILLAGE TRANSIT-ORIENTED DEVELOPMENT SPECIFIC
PLAN

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2014, by and between the City of San Leandro (hereafter referred to as “City”), the San Francisco Bay Area Rapid Transit District (hereafter referred to as “BART”), Alameda County (hereafter referred to as “County”), and Madison Marquette (hereafter referred to as “MM”), collectively referred to as the “Parties,” to cooperatively pursue preparation of a Bay Fair BART Transit Village Transit-Oriented Development (“TOD”) Specific Plan (“Specific Plan”).

RECITALS

- A. The 2002 San Leandro General Plan (“General Plan”) promotes the revitalization of the area in and around the Bayfair Center mall in San Leandro and calls for “introducing new and compatible uses, including new shops, services, community facilities, restaurants, entertainment venues, and offices.” The General Plan also recommends actions including:
- i. Improvements to the East 14th Street area near the Bayfair Center mall to create a more attractive, unique and inviting destination;
 - ii. Well designed and safer pathways from the Bay Fair BART Station to the Bayfair Center mall for pedestrians, bicyclists and public transit riders; and
 - iii. Coordination with BART and Alameda-Contra Costa Transit District (“AC Transit”) to ensure efficient, accessible, safe, and affordable services and facilities.
- B. The City is currently in the process of updating the General Plan, which is expected to be completed in Spring 2016. The City anticipates being able to incorporate key themes and issues from the Specific Plan into the updated General Plan.
- C. The focal points of the Specific Plan are the Bay Fair BART Station, Bay Fair BART Station parking lot and the Bayfair Center mall, which is owned by MM. The Project Area is located primarily within San Leandro city limits, with the exception of the southeastern portion of the Bay Fair BART Station property which is located in unincorporated Alameda County. The County is interested in developing its portion of the project area (parking lot) to be consistent with the Eden Area General Plan, which designates this parcel as High Density Residential with General Commercial as a secondary use in support of future Transit-Oriented Development at this BART Station.
- D. In 2006, the California Department of Transportation (“Caltrans”) awarded BART a Community-Based Transportation grant to conduct a station area study at the Bay Fair BART

Station. BART, the City, the County, Caltrans, AC Transit and MM cooperated on a community oriented process to create the Bay Fair BART Station Transit-Oriented Development and Access Plan (“TOD and Access Plan”), which was completed in March 2007.

- E. In 2008, BART received a Regional Measure 2 Safe Routes to Transit (SR2T) grant from the Metropolitan Transportation Commission (“MTC”) to create a plan focusing on improving personal safety and security in and around the Bay Fair BART Station (“SR2T Plan”). The SR2T Plan, which was completed in 2009, recommended and prioritized capital projects for both short-term and long-term implementation, with some improvements to be incorporated in future development. Several recommendations in the SR2T Plan have been implemented.
- F. In May 2014, MTC awarded the City an MTC Priority Development Area (“PDA”) Planning Grant (“PDA Grant”) in the amount of \$440,000, with the understanding that the City would contribute \$50,000 (including \$10,000 in in-kind City staff hours), and BART and MM would each contribute \$15,000 in matching funds. The County is also contributing \$12,000 of in-kind staff time to this project for a total local match amount of \$92,000. Key local partners, and Parties to this agreement, working with the City towards the successful implementation of a Specific Plan under the PDA Grant are BART, MM, and the County. In addition to the Parties to this MOU, AC Transit and the Alameda County Transportation Commission (“ACTC”) are key local partners working with the City towards successful implementation of a Specific Plan under the PDA Grant.
- G. For purposes of this MOU, the “Project Area” is defined as generally the area bounded by East 14th St. to the north, the BART tracks and Coelho Drive to the south, Hesperian Blvd. to the west and Bayfair Drive to the east (see Exhibit A).
- H. The general objectives identified for the Specific Plan are as follows:
- Articulate and quantify the future potential of the Bay Fair Transit Village area to transform it into a vibrant TOD area.
 - Develop comprehensive land use policies with a detailed land use map and circulation and access plan.
 - Enhance greater connectivity to the Bay Fair BART Station and nearby AC Transit stops.
 - Complete a detailed analysis of City and County selected opportunity sites to provide more specific guidance for future development.
 - Develop a program for implementing the land use policies such as supportive zoning changes, development standards, design guidelines, parking strategies, a marketing program, and other viable development incentives.

- Identify priorities for public transit, bicycle and pedestrian enhancements as well as necessary roadway, parking and streetscape improvements to support and attract public and private investment.
- I. The updated General Plan, TOD and Access Plan, and the SR2T Plan will be taken into consideration in the preparation of the Specific Plan.
 - J. At the conclusion of the Specific Plan process, the City will consider certification of an Environmental Impact Report (“EIR”), and adoption of the Specific Plan and any proposed General Plan Amendments and Zoning Code amendments.

AGREEMENT

In consideration of the foregoing, and for other valuable consideration which is hereby acknowledged, the Parties hereby agree to the following:

1. The Parties agree to work collaboratively towards the development and adoption of the Specific Plan for the Project Area. The Specific Plan will articulate a vision and quantify the future potential of the area for housing, commercial, retail and other appropriate TOD land uses. In addition, it will address the need for improved public safety, economic development, and improvements to public transit and circulation, bicycle and pedestrian facilities. The Specific Plan will include a program for implementation.
2. The City will be the lead agency for the purpose of developing and adopting the Specific Plan and completing an environmental review document for CEQA compliance. BART and County will be identified as responsible agencies under CEQA.
3. The Parties shall provide direction to the development of the Specific Plan, including:
 - Selecting a consultant team to prepare the Specific Plan and EIR.
 - Reviewing and commenting on the consultant team’s final scope of work.
 - Selecting members of all committees formed to support the preparation of the Specific Plan and EIR.
 - Interaction with the community in support of the Specific Plan.
 - Reviewing and commenting on draft documents produced during the Specific Plan process.
4. The Parties agree that the Specific Plan process will include, but not be limited to, the following deliverables:
 - PDA Profile
 - Community Involvement Strategy
 - Market Demand Analysis

- Alternatives Analysis
 - Affordable Housing and Anti-Displacement Strategy
 - Multi-modal Access and Connectivity, including Transportation Demand Management
 - Pedestrian-friendly Design/Placemaking and Accessible Design Guidelines
 - Parking Analysis
 - Infrastructure Development and Budget
 - Implementation Plan and Financing Strategy
 - California Environmental Quality Act (CEQA) Environmental Document
 - Preliminary Draft Specific Plan including Zoning Code amendments (and General Plan amendments if required)
 - Public Review Draft Specific Plan
 - Final Specific Plan and Implementation
5. The Parties will collaborate on identifying proposed and appropriate land uses for all property in the Project Area.
 6. BART, the County, and MM will provide timely access to (and copies of) existing plans and surveys of their property within the Project Area to the City.
 7. BART and MM will each contribute \$15,000 towards the local match requirement in the PDA Grant to fund the development of the Specific Plan as follows. BART and MM shall each contribute \$7,500 upon completion of each of the following two deliverables: Priority Development Area Profile and Preliminary Draft Specific Plan. Payment will be made within thirty (30) days of receipt of an invoice from the City, made by check payable to the City. The City shall be released from its obligations under this MOU if it does not timely receive the payments from BART and MM as specified in this paragraph 7.
 8. The Parties agree to continue working cooperatively towards the development of the Specific Plan, including obtaining approvals, if applicable, from the respective governing bodies or authorized representative. Nothing in this MOU, however, shall be interpreted to require that the Parties' governing bodies commit, in advance, to approving any aspect of the Specific Plan, including, but not limited to, certification of the EIR.
 9. Nothing in this MOU is intended to, nor does, waive any regulatory authority of the Parties.
 10. The Parties shall each appoint a Project Manager and any formal contacts and any notice given pursuant to this MOU will be given in writing, via electronic mail, facsimile, or department letterhead, addressed to recipient as follows:

For City:

Tom Liao
Deputy Community Development Director
Community Development Department
City of San Leandro
835 East 14th St., San Leandro, CA 94577
Phone: 510-577-6003
Email: tliao@sanleandro.org

For BART:

Hannah Lindelof
Senior Planner
BART Planning and Development
San Francisco Bay Area Rapid Transit
300 Lakeside Drive, 21st Floor
Oakland, CA 94612
Phone: (510) 464-6426
Email: hlindel@bart.gov

For County:

Cindy Horvath
Senior Transportation Planner
Alameda County Community Development Agency
224 W. Winton Avenue, Suite 111
Hayward, CA 94544
Phone: 510.670.6511
Email: cindy.horvath@acgov.org

For MM:

Pamela White
Vice President, Development Services
Madison Marquette Retail Services
909 Montgomery St, Suite 200
San Francisco, CA 94133
Phone: 415-277-6828
Email: Pam.White@MadisonMarquette.com

Any party to this MOU may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other Parties at least ten (10) business days before the change is effective.

NOW THEREFORE, the Parties have executed this MOU as of the date and the year first set forth above.

CITY OF SAN LEANDRO:

By: _____

Chris Zapata
City Manager

Approved As To Form:

Richard Pio Roda
City Attorney

**SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT:**

By: _____

Grace Crunican
General Manager

Approved As To Form:

BART Attorney

ALAMEDA COUNTY:

By: _____

Chris Baza
Director of Alameda County Community
Development Agency

Approved As To Form:

Brian Washington
Chief Assistant County Counsel

MADISON MARQUETTE:

By: _____

Pamela White
Vice President, Development Services

Approved As To Form:

Attorney

2355354.1

Exhibit A

Project Area

