



City of San Leandro

Meeting Date: October 2, 2017

Staff Report

File Number: 17-495 **Agenda Section:** CONSENT CALENDAR

Agenda Number: 8.B.

TO: City Council

FROM: Chris Zapata
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a Resolution Approving a Cooperative Agreement Between San Leandro and AC Transit for Design, Construction, Operation, and Maintenance of the South Alameda County Major Corridors Travel Time Improvement Project (AC Transit Line 97 TPI) in Unincorporated Alameda County, San Leandro, Hayward, and Union City

SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve and authorize the City Manager to execute a Cooperative Agreement between San Leandro and Alameda-Contra Costa Transit District (AC Transit) for the design, construction, operation and maintenance of the South Alameda County Major Corridors Travel Time Improvement Project (AC Transit Line 97 TPI) in unincorporated Alameda County, San Leandro, Hayward, and Union City.

BACKGROUND

The South Alameda County Major Corridors Travel Time Improvement Project will enhance corridor traffic and transit operations between the Bayfair BART Station in San Leandro and the Union City BART station.

In September 2014, AC Transit received \$5.0 million in grant funds through the Metropolitan Transportation Commission's (MTC) Transit Priority Initiative (TPI) program for this project. AC Transit programmed Transit District Capital funds in the amount of \$420,000 for local matching funds. MTC also assigned \$500,000 in Federal Next Generation Arterial Operation Program (NGAOP) funds for preliminary systems engineering for the project. Additionally, AC Transit, Union City, and the Alameda County Public Works Agency (ACPWA) were awarded \$228,000 in Transportation Fund for Clean Air (TFCA) funding through the Alameda County Transportation Commission (ACTC) to offset the local matching funds AC Transit is contributing to the project.

The entire estimated project budget is \$6.148 million.

AC Transit	\$5M CMAQ (TPI Program), \$420k District Capital, \$148k TFCA
Alameda County	\$44,000 TFCA
Union City	\$36,000 TFCA
Hayward	\$0
San Leandro	\$0
MTC	\$500,000 CMAQ (Next Gen AOP)
Grand Total	\$6,148,000

To be able to execute the design and construction of the project, AC Transit requires cooperative agreements with the cities of San Leandro, Hayward and Union City as well as Alameda County to identify roles and responsibilities for the project. In addition to the cooperative agreements, AC Transit needs to execute an operations agreement with the California Department of Transportation to identify roles and responsibilities for the project.

Analysis

The South Alameda County Major Corridors Travel Time Improvement Project will enhance corridor traffic and transit operations on Hesperian Boulevard, Union City Boulevard, Alvarado Boulevard, Dyer Street, Alvarado-Niles Road and Decoto Road to improve AC Transit Line 97 operations. Specific improvements include implementation of Adaptive Signal Control and Transit Signal Priority systems, which use technology to reduce wait time at traffic signals for transit vehicles by holding green lights longer or shortening red lights, as well as coordination of traffic signal timing along the corridor. Relocation of certain bus stops may also be necessary if impacts to the adjoining businesses or properties cannot be mitigated. All of these improvements will be constructed within the existing right of way.

This project will improve 61 signalized intersections, including three in San Leandro, three under Caltrans' jurisdiction, nine in Alameda County's unincorporated area, 19 in the City of Hayward, and 27 in Union City. The three San Leandro signals are located on Hesperian Boulevard at the Thornally Drive, Drew Street, and Springlake Drive intersections.

The project is currently under design, and construction is expected to begin and finish in 2019. Improvements at the identified intersections in Alameda County will be coordinated with completion of the County's upcoming Hesperian Boulevard Streetscape Project.

Current Agency Policies

- Maintain and enhance San Leandro's infrastructure
- Advance projects and programs promoting sustainable economic development, including transforming San Leandro into a center for innovation

Applicable General Plan Policies

Policy T1.9 Impacts of Transportation Facilities Work with public and private agencies to

reduce the negative impacts (noise, vibrations, fumes, etc.) of major transportation facilities and transit vehicles on adjacent land use.

Policy T-2.1 Complete Streets Servicing All Users and Modes Create and maintain “complete” streets that provide safe, comfortable, and convenient travel through a comprehensive, integrated transportation network that serves all users.

Policy T-2.4 Connectivity Ensure that the design of streets and other transportation features helps to better connect the City’s circulation network and facilitate safer and more convenient travel between San Leandro and surrounding communities.

Policy T-4.1 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 neighborhood and employment centers.

Policy T-4.5 Passenger Amenities Encourage amenities, such as shelters, lighting, and real-time information on bus arrivals and departures to increase rider safety, comfort and convenience.

Policy T-4.7 Allocation of Regional Funds Ensure that the City receives its fair share of the public funds allocated for transit services within the region.

Policy T-5.4 Traffic Flow Improvements Use a variety of technology-driven measures to improve traffic flow at congested intersections.

Policy T-5.7 Technology and Roadway Efficiency Use technology, including smart phone applications, roadway sensors, and real time data on congestion, travel time, and parking supply to create a more efficient transportation system, and to maximize the benefits of the existing road system before investing in its expansion.

Policy T-8.1 Coordination with Regional Agencies Work closely with the Metropolitan Transportation Commission, the Alameda County Transportation Commission, AC Transit, BART, and other agencies to address regional transportation issues affecting San Leandro.

Policy T8-8 Adjacent Cities Coordinate the planning of the roadway, bicycle, and pedestrian systems with adjacent jurisdictions, particular the cities of Oakland, Alameda, and Hayward, the County of Alameda. The City should maximize regional connectivity by creating seamless connections to adjacent transportation systems that the City borders.

Environmental Review

AC Transit is the lead agency for environmental review.

Summary of Public Outreach Efforts

AC Transit is responsible for public outreach.

Fiscal Impacts

Costs for design and construction of the project, including warranties of three years after the construction, will be covered by awarded grant funds and managed by AC Transit. After the three-year warranty period, the City will be responsible for a cost of \$4,500 per year for maintaining the equipment within San Leandro using the Public Works Department's Traffic Signal Maintenance Funds commencing in Fiscal Year 2021-22.

Budget Authority

Traffic Signal Maintenance Funds are included in the Annual Budget that will include the yearly maintenance funds \$4,500 per year of the project starting from 2021-22. No other financial obligation is required from the City for completing the construction of this project.

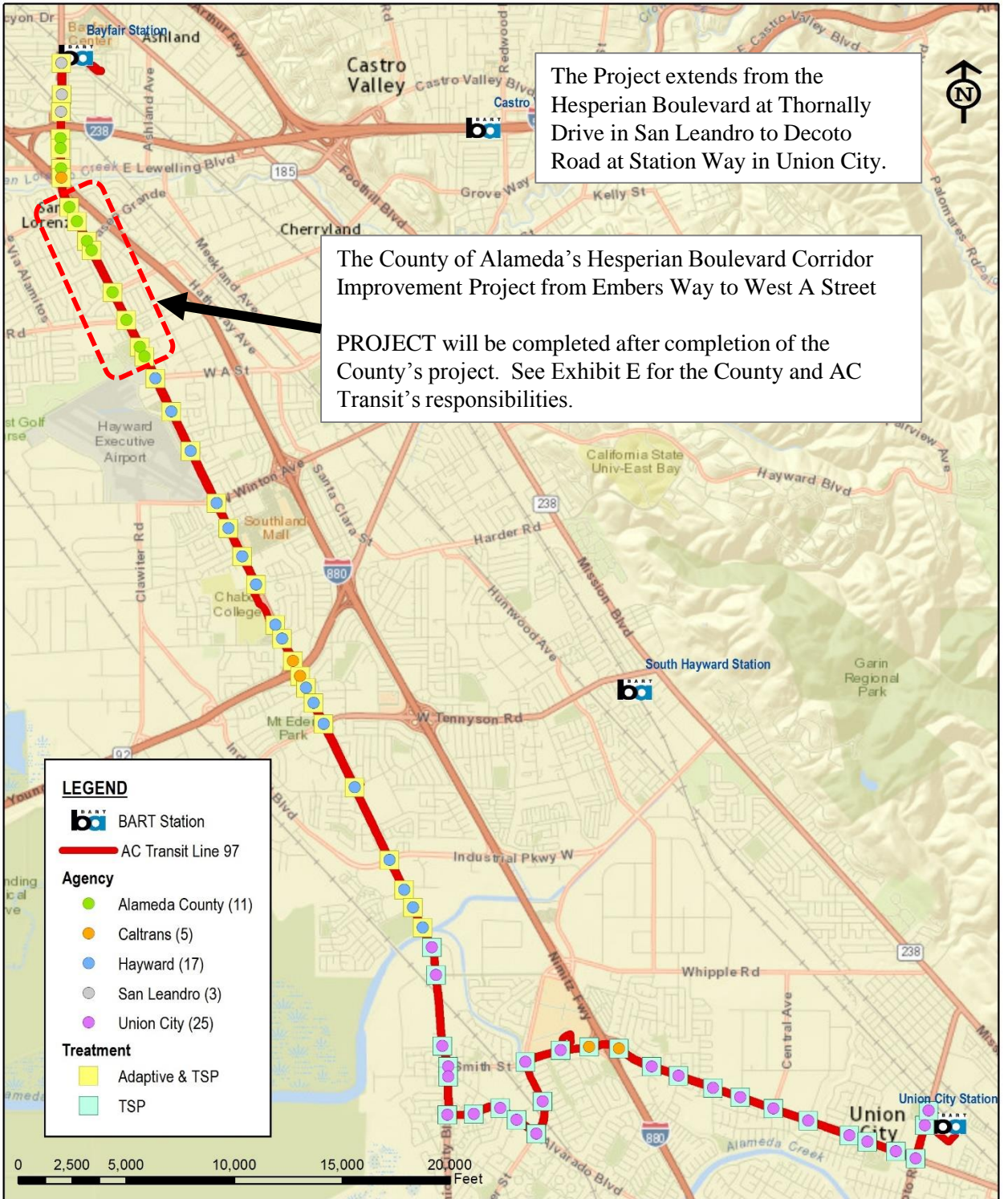
ATTACHMENTS

- Cooperative Agreement
- Exhibits of Cooperative Agreement

PREPARED BY: Reh-Lin N. Chen, Senior Transportation Engineer, Engineering and Transportation Department

COOPERATIVE AGREEMENT BETWEEN THE STAKEHOLDER AGENCY AND AC TRANSIT FOR DESIGN, CONSTRUCTION, OPERATIONS, AND MAINTENANCE OF THE SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT

Exhibit A: Project Location



**COOPERATIVE AGREEMENT
BETWEEN THE STAKEHOLDER AGENCY AND AC TRANSIT FOR DESIGN, CONSTRUCTION, OPERATIONS AND MAINTENANCE OF THE
SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT**

Exhibit B, Table 1

NO.	LOCATION	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)	Controllers	Communication	Detection (1)	TSP (2)	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)
1	HESPERIAN BLVD AT THORNALLY DR/BART	SAN LEANDRO		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	SAN LEANDRO
2	HESPERIAN BLVD AT DREW ST	SAN LEANDRO		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	SAN LEANDRO
3	HESPERIAN BLVD AT SPRINGLAKE DR	SAN LEANDRO		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	SAN LEANDRO
4	HESPERIAN BLVD AT COLLEGE ST/I-238 EB RAMP	CALTRANS / ALAMEDA COUNTY	ALAMEDA COUNTY	Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
5	HESPERIAN BLVD AT SYCAMORE ST	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
6	HESPERIAN BLVD AT LEWELLING BLVD	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
7	HESPERIAN BLVD AT I-880 NB OFF-RAMP	CALTRANS		Type 2070 controller with TSCP software (3)	Network edge switch and GPRS modem (4)	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	CALTRANS
8	HESPERIAN BLVD AT GRANT AVE/I-880 SB ON-RAMP	CALTRANS / ALAMEDA COUNTY	ALAMEDA COUNTY	Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
9	HESPERIAN BLVD AT POST OFFICE RD	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
10	HESPERIAN BLVD AT PASEO GRANDE	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
11	HESPERIAN BLVD AT VIA MERCADO	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
12	HESPERIAN BLVD AT HACIENDA AVE	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
13	HESPERIAN BLVD AT BOCKMAN RD	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
14	HESPERIAN BLVD AT BARTLETT AVE	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
15	HESPERIAN BLVD AT GOLF COURSE RD	ALAMEDA COUNTY		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	ALAMEDA COUNTY
16	HESPERIAN BLVD AT W. A ST	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
17	HESPERIAN BLVD AT SUEIRRO ST	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
18	HESPERIAN BLVD AT SKYWEST DR/LONGWOOD AVE	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
19	HESPERIAN BLVD AT WINTON AVE	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
20	HESPERIAN BLVD AT SOUTHLAND DR	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
21	HESPERIAN BLVD AT WEST ST - LA PLAYA DR	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
22	HESPERIAN BLVD AT TURNER CT	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
23	HESPERIAN BLVD AT CHABOT COLLEGE	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
24	HESPERIAN BLVD AT DEPOT RD/CATHY WAY	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
25	HESPERIAN BLVD AT SR-92 WB RAMPS	CALTRANS		Type 2070 controller with TSCP software (3)	Network edge switch and GPRS modem (4)	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	CALTRANS

**COOPERATIVE AGREEMENT
 BETWEEN THE STAKEHOLDER AGENCY AND AC TRANSIT FOR DESIGN, CONSTRUCTION, OPERATIONS AND MAINTENANCE OF THE
 SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT**

Exhibit B, Table 1

NO.	LOCATION	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)	Controllers	Communication	Detection (1)	TSP (2)	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)
26	HESPERIAN BLVD AT SR-92 EB RAMPS	CALTRANS		Type 2070 controller with TSCP software (3)	Network edge switch and GPRS modem (4)	Pavement loops/video detection system	GTT GPS equipment	AC TRANSIT	CALTRANS
27	HESPERIAN BLVD AT SLEEPY HOLLOW AVE	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
28	HESPERIAN BLVD AT ALDENGATE WAY	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
29	HESPERIAN BLVD AT TENNYSON RD	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
30	HESPERIAN BLVD AT ARF AVE/PANAMA ST	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
31	HESPERIAN BLVD AT INDUSTRIAL BLVD	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
32	HESPERIAN BLVD AT EDEN SHORES BLVD/TRIPALDI WAY	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
33	HESPERIAN BLVD AT EDEN PARK PL	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
34	HESPERIAN BLVD AT PEPSI	HAYWARD		Type 2070 controller with D4 software	Network edge switch	Pavement loops/video detection system	GTT GPS equipment	HAYWARD	HAYWARD
35	UNION CITY BLVD AT KOHOUTK WAY	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
36	UNION CITY BLVD AT WHIPPLE RD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
37	UNION CITY BLVD AT BETTENCOURT WAY	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
38	UNION CITY BLVD AT CAMBRIDGE WAY/SMITH ST	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
39	UNION CITY BLVD AT HORNER ST	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
40	UNION CITY BLVD AT ALVARADO BLVD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
41	ALVARADO BLVD AT FREDI ST	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
42	ALVARADO BLVD AT NEW HAVEN ST	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
43	ALVARADO BLVD AT FAIR RANCH RD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
44	ALVARADO BLVD AT DYER ST	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
45	DYER ST AT SANTA SUSANA WAY	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
46	DYER ST AT SMITH ST/ALVARADO-NILES RD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
47	ALVARADO-NILES RD AT UNION LANDING/SANTA MARIA DR	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
48	ALVARADO-NILES RD AT I-880 SB RAMPS	CALTRANS					GTT GPS equipment	AC TRANSIT	CALTRANS
49	ALVARADO-NILES RD AT I-880 NB RAMPS	CALTRANS					GTT GPS equipment	AC TRANSIT	CALTRANS
50	ALVARADO-NILES RD AT ALMADEN BLVD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
51	ALVARADO-NILES RD AT MEDALLION DR	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY

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Exhibit B, Table 1

NO.	LOCATION	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)	Controllers	Communication	Detection (1)	TSP (2)	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)
52	ALVARADO-NILES RD AT HOP RANCH RD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
53	ALVARADO-NILES RD AT DOWE AVE	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
54	ALVARADO-NILES RD AT CENTRAL AVE	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
55	ALVARADO-NILES RD AT WESTERN AVE	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
56	ALVARADO-NILES RD AT HARTNELL ST	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
57	ALVARADO-NILES RD AT H ST/ROYAL ANN DR	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
58	ALVARADO-NILES RD AT NIDUS CT/MEYERS DR	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
59	ALVARADO-NILES RD AT DECOTO RD	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
60	DECOTO RD AT UNION SQ/MEYERS DR	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY
61	DECOTO RD AT STATION WAY	UNION CITY					GTT GPS equipment	AC TRANSIT	UNION CITY

NOTE:

- (1) Detection includes either pavement loops, video detection system, or a combination of both.
- (2) GTT GPS equipment includes 764 phase selector, GPS radio antenna, cabling, and associated accessories. GTT GPS equipment in Hayward are provided by the City of Hayward through its leasing contract with GTT.
- (3) Caltrans will provide controllers for the intersections owned and operated by Caltrans.
- (4) Caltrans will provide GPRS modems for the intersections owned and operated by Caltrans.
- (5) The intersections 8 through 15 are located within the County's Hesperian Corridor Improvement Project. The County and AC Transit share responsibilities as summarized in Exhibit D.

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Exhibit B, Table 2

NO.	AGENCY	ITEM	OWNED	MAINTAINED (IF DIFFERENT FROM OWNED)
1	CITY OF HAYWARD TMC	Adaptive Server #1	HAYWARD	
		Adaptive Workstation	HAYWARD	
		Adaptive System Central License (17 licenses)	HAYWARD	
		Network Security Appliance (Firewall)	HAYWARD	
		Communications Infrastructure (a)	HAYWARD	
2	CITY OF SAN LEANDRO TMC	Adaptive Server #2	SAN LEANDRO	
		Adaptive Workstation	SAN LEANDRO	
		Adaptive System Central License (3 licenses)	SAN LEANDRO	
		Network Security Appliance (Firewall)	SAN LEANDRO	
		Network Router	SAN LEANDRO	
		Communications Infrastructure (a)	SAN LEANDRO	
3	ALAMEDA COUNTY PUBLIC WORKS	Adaptive Workstation	ALAMEDA COUNTY	
		Adaptive System Central License (11 licenses) (b)	ALAMEDA COUNTY	
		Communications Infrastructure (a)	ALAMEDA COUNTY	
4	AC TRANSIT	Adaptive Workstation	AC TRANSIT	

NOTES:

- (a) Communications infrastructure includes conduit, pull boxes, termination panels, and cabling (SIC and/or fiber optic).
- (b) Adaptive System licenses for Alameda County and Caltrans will reside in Server #1 in Hayward or Server #2 in San Leandro.

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Exhibit C: Inventory of Existing Bus Stop Amenities

Bus Stop Location			Transit Service Direction	Location	Amenities			
ID #	Street	Crossing Street			Shelter	Bench	Trash Can	Sign Post
1	Bayfair BART		Northbound & Southbound					
2	Hesperian Blvd	Thornally Dr	Southbound	San Leandro	-	-	1	1
3	Hesperian Blvd	Thornally Dr	Northbound	San Leandro	-	-	-	1
4	Hesperian Blvd	Drew St	Southbound	Alameda County	-	1	-	1
5	Hesperian Blvd	Drew St	Northbound	Alameda County	-	-	-	1
6	Hesperian Blvd	Springlake Dr	Southbound	Alameda County	-	-	-	1
7	Hesperian Blvd	Springlake Dr	Northbound	Alameda County	-	-	-	1
8	Hesperian Blvd	Sycamore St	Southbound	Alameda County	-	-	-	1
9	Hesperian Blvd	Sycamore St	Northbound	Alameda County	-	-	-	1
10	Hesperian Blvd	Grant St	Southbound	Alameda County	-	-	-	-
11	Hesperian Blvd	Grant St	Northbound	Alameda County	-	-	-	-
12	Hesperian Blvd	Paseo Grande	Southbound	Alameda County	-	-	-	-
13	Hesperian Blvd	Paseo Grande	Northbound	Alameda County	-	-	-	-
14	Hesperian Blvd	Hacienda Ave	Southbound	Alameda County	-	-	-	-
15	Hesperian Blvd	Hacienda Ave	Northbound	Alameda County	-	-	-	-
16	Hesperian Blvd	Bockman Rd	Southbound	Alameda County	-	-	-	-
17	Hesperian Blvd	Bockman Rd	Northbound	Alameda County	-	-	-	-
18	Hesperian Blvd	Bartlett Ave	Southbound	Alameda County	-	-	-	-
19	Hesperian Blvd	Bartlett Ave	Northbound	Alameda County	-	-	-	-
20	Hesperian Blvd	W Sunset Blvd	Northbound	Alameda County	-	-	-	-
21	Hesperian Blvd	A Street	Southbound	Hayward	1	-	1	1
22	Hesperian Blvd	A Street	Northbound	Hayward	1	-	1 (double bins)	1
23	Hesperian Blvd	Sueirro Street	Southbound	Hayward	-	-	-	1
24	Hesperian Blvd	Sueirro Street	Northbound	Hayward	-	-	-	1
25	Hesperian Blvd	Skywest Drive	Southbound	Hayward	1	-	-	1
26	Hesperian Blvd	Longwood/Skywest Drive	Northbound	Hayward	-	-	-	1
27	Hesperian Blvd	Winton Ave	Southbound	Hayward	1	-	-	1
28	Hesperian Blvd	Winton Ave	Northbound	Hayward	-	-	1	1
29	Hesperian Blvd	Southland Dr/Middle Lane	Southbound	Hayward	1	-	1	1
30	Hesperian Blvd	Southland Drive	Northbound	Hayward	1	-	-	1
31	Hesperian Blvd	La Playa Drive	Southbound	Hayward	-	-	1	1
32	Hesperian Blvd	West St	Northbound	Hayward	1	-	1 (double bins)	1
33	Chabot College		Northbound & Southbound	Hayward				
34	Hesperian Blvd	Turner Ct	Southbound	Hayward	-	-	-	1
35	Hesperian Blvd	Turner Ct	Northbound	Hayward	1	-	-	1
36	Hesperian Blvd	Cathy Way/Depot Road	Southbound	Hayward	1	-	-	1
37	Hesperian Blvd	Cathy Way/Depot Road	Northbound	Hayward	1	-	1	1
38	Hesperian Blvd	Sleepy Hollow Ave	Southbound	Hayward	1	-	-	1
39	Hesperian Blvd	Sleepy Hollow Ave	Northbound	Hayward	1	-	-	1
40	Hesperian Blvd	Tennyson Rd	Southbound	Hayward	1	-	1	1
41	Hesperian Blvd	Tennyson Rd	Northbound	Hayward	1	-	1 (double bins)	1
42	Hesperian Blvd	Bolero Ave	Southbound	Hayward	-	-	-	1
43	Hesperian Blvd	Bolero Ave	Northbound	Hayward	-	-	-	1
44	Hesperian Blvd	Oliver Dr	Southbound	Hayward	-	-	-	1
45	Hesperian Blvd	Oliver Dr	Southbound	Hayward	1	-	-	1
46	Hesperian Blvd	Arf Ave/Panama St	Southbound	Hayward	1	-	-	1
47	Hesperian Blvd	Arf Ave/Panama St	Northbound	Hayward	-	-	-	1
48	Hesperian Blvd	Tahoe Ave.	Southbound	Hayward	1	-	-	1
49	Hesperian Blvd	Tahoe Ave/Catalpa Way	Northbound	Hayward	1	-	1	1
50	Hesperian Blvd	Industrial Blvd Pkwy	Southbound	Hayward	-	-	-	1
51	Hesperian Blvd	Industrial Blvd Pkwy	Northbound	Hayward	-	-	-	1
52	Hesperian Blvd	S Pepsi Dr	Southbound	Hayward	-	-	-	1
53	Hesperian Blvd	Eden Park Pl	Northbound	Hayward	-	-	-	1
54	Union City Blvd	Kohoutek Way	Southbound	Union City	-	-	-	1

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Exhibit C: Inventory of Existing Bus Stop Amenities

ID #	Bus Stop Location		Transit Service Direction	Location	Amenities			
	Street	Crossing Street			Shelter	Bench	Trash Can	Sign Post
55	Union City Blvd	Kohoutek Way	Southbound	Union City	1	-	1	2
56	Union City Blvd	Kaiser Medical Offices	Northbound	Union City	-	-	-	1
57	Union City Blvd	Whipple Rd.	Southbound	Union City	-	-	-	1
58	Union City Blvd	Whipple Rd.	Northbound	Union City	-	-	-	1
59	Union City Blvd	Bettencourt Way	Southbound	Union City	-	-	-	1
60	Union City Blvd	Tara Ct.	Northbound	Union City	-	-	-	1
61	Union City Blvd	Bettencourt Way	Northbound	Union City	-	1	-	-
62	Union City Blvd	Smith St.	Northbound	Union City	-	-	-	1
63	Union City Blvd	Horner St.	Southbound	Union City	-	-	-	1
64	Union City Blvd	Horner St.	Northbound	Union City	-	-	-	1
65	Alvarado Blvd	Union City Blvd.	Southbound	Union City	-	-	-	1
66	Alvarado Blvd	Union City Blvd.	Northbound	Union City	-	-	-	1
67	Alvarado Blvd	Fredi St.	Southbound	Union City	1	-	1	1
68	Alvarado Blvd	Fredi St.	Northbound	Union City	-	-	-	2
69	Alvarado Blvd	New Haven St.	Southbound	Union City	-	-	-	2
70	Alvarado Blvd	New Haven St.	Northbound	Union City	1	-	1	2
71	Alvarado Blvd	Fair Ranch Rd.	Southbound	Union City	-	-	-	2
72	Alvarado Blvd	Fair Ranch Rd.	Northbound	Union City	-	-	-	1
73	Alvarado Blvd	Dyer St.	Southbound	Union City	1	-	1	2
74	Dyer St.	Alvarado Blvd.	Northbound	Union City	1	-	1	1
75	Dyer St.	Santa Susana Way	Southbound	Union City	-	-	-	1
76	Dyer St.	Santa Susana Way	Northbound	Union City	-	-	-	1
77	Dyer St.	San Carlos Way	Southbound	Union City	-	-	-	1
78	Dyer St.	Alvarado-Niles Rd	Northbound	Union City	-	1	1	1
79	Union Landing Transit Center		Northbound & Southbound	Union City	-	-	-	-
80	Alvarado-Niles Rd	Santa Maria Dr.	Northbound	Union City	1	-	1	1
81	Alvarado-Niles Rd	Almaden Blvd.	Southbound	Union City	1	-	1	2
82	Alvarado-Niles Rd	Almaden Blvd.	Northbound	Union City	1	-	1	1
83	Alvarado-Niles Rd	Medallion Dr.	Southbound	Union City	1	-	1	2
84	Alvarado-Niles Rd	Medallion Dr.	Northbound	Union City	-	1	1	2
85	Alvarado-Niles Rd	Hop Ranch Rd.	Southbound	Union City	1	-	1	1
86	Alvarado-Niles Rd	Hop Ranch Rd.	Northbound	Union City	-	-	-	2
87	Alvarado-Niles Rd	Dowe Ave	Southbound	Union City	-	-	-	2
88	Alvarado-Niles Rd	Dowe Ave	Northbound	Union City	-	-	-	2
89	Alvarado-Niles Rd	Central Ave	Southbound	Union City	-	1	1	1
90	Alvarado-Niles Rd	Central Ave	Northbound	Union City	-	-	-	1
91	Alvarado-Niles Rd	Western Ave	Southbound	Union City	-	-	-	2
92	Alvarado-Niles Rd	Western Ave	Northbound	Union City	1	-	1	2
93	Alvarado-Niles Rd	Hartnell St.	Southbound	Union City	-	-	-	2
94	Alvarado-Niles Rd	Hartnell St.	Northbound	Union City	-	-	1	2
95	Alvarado-Niles Rd	H St.	Southbound	Union City	-	-	1	2
96	Alvarado-Niles Rd	Royal Ann Dr	Northbound	Union City	2	-	1	2
97	Alvarado-Niles Rd	Meyers-Nidus	Southbound	Union City	-	1	1	2
98	Alvarado-Niles Rd	Meyers-Nidus	Northbound	Union City	1	-	1	1
99	Decoto Rd.	Meyers-Union Square	Southbound	Union City	-	-	-	1
100	Decoto Rd.	Meyers-Union Square	Northbound	Union City	1	1	1	1
101	Union City BART		Northbound & Southbound	Union City				

Notes:
 The project will not add any new amenities. The project will not change any operations and maintenance responsibilities of bus stop amenities.

**COOPERATIVE AGREEMENT
 BETWEEN THE STAKEHOLDER AGENCY AND AC TRANSIT FOR DESIGN, CONSTRUCTION, OPERATIONS
 AND MAINTENANCE OF THE SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT**

Exhibit C: Inventory of Existing Bus Stop Amenities

Bus Stop Location			Transit Service Direction	Location	Amenities			
ID #	Street	Crossing Street			Shelter	Bench	Trash Can	Sign Post
87	Alvarado-Niles Rd	Dowe Ave	Southbound	Union City	-	-	-	2
88	Alvarado-Niles Rd	Dowe Ave	Northbound	Union City	-	-	-	2
89	Alvarado-Niles Rd	Central Ave	Southbound	Union City	-	1	1	1
90	Alvarado-Niles Rd	Central Ave	Northbound	Union City	-	-	-	1
91	Alvarado-Niles Rd	Western Ave	Southbound	Union City	-	-	-	2
92	Alvarado-Niles Rd	Western Ave	Northbound	Union City	1	-	1	2
93	Alvarado-Niles Rd	Hartnell St.	Southbound	Union City	-	-	-	2
94	Alvarado-Niles Rd	Hartnell St.	Northbound	Union City	-	-	1	2
95	Alvarado-Niles Rd	H St.	Southbound	Union City	-	-	1	2
96	Alvarado-Niles Rd	Royal Ann Dr	Northbound	Union City	2	-	1	2
97	Alvarado-Niles Rd	Meyers-Nidus	Southbound	Union City	-	1	1	2
98	Alvarado-Niles Rd	Meyers-Nidus	Northbound	Union City	1	-	1	1
99	Decoto Rd.	Meyers-Union Square	Southbound	Union City	-	-	-	1
100	Decoto Rd.	Meyers-Union Square	Northbound	Union City	1	1	1	1
101	Union City BART		Northbound & Southbound	Union City				

Notes:

The project will not add any new amenities. The project will not change any operations and maintenance responsibilities of bus stop amenities.

COOPERATIVE AGREEMENT

BETWEEN THE STAKEHOLDER AGENCY AND AC TRANSIT FOR DESIGN, CONSTRUCTION, OPERATIONS AND MAINTENANCE OF THE SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT

Exhibit E: SHARING RESPONSIBILITES BEWEEN COUNTY OF ALAMEDA AND AC TRANSIT

<u>Item</u>	<u>Description</u>	<u>Responsibility</u>
1	Provide 8 - 2070 Signal Controllers w D4 Software & KITS/Kadence (adaptive) Licenses	100% AC Transit Project
2	Install 8 - 2070 Signal Controllers preloaded w D4 Software & KITS/Kadence (adaptive) Licenses	100% County Project
3	Provide & Install 8000' of Comm. Conduit (a)	100% County Project
4	Provide & Install 8000' of 48 strands of Fiber I/C	100% County Project
5	Provide 8 - Ethernet IP Fiber Switch comm. units	50%/50% Share
6	Provide 2 - Ethernet - over - Copper comm. units	50%/50% Share
7	Install 10 - Ethernet Comm. upgrade units	100% County Project
8	Consultant Extra Service for Phased Implementation/Deployment of Adaptive Signal System	100% AC Transit Project
9	Provide TSP Equipment for 8 Signalized Intersections	100% AC Transit Project
10	Install TSP Equipment for 8 Signalized Intersections	100% County Project
11	Provide & Install Adaptive System Detection Loops at 8 Signalized Intersections	100% County Project
12	Provide Adaptive/TSP System Corridor After Study for MTC Ultimate Project Report (b)	100% County Project

Note: All Systems Testing and Integration Included in County Project

(a) Trench dug and communication conduit provided and installed as part of County project.

(b) After Study performed by the County will be limited to County project boundaries, located within County R/W limits, and remain consistent with the same level of evaluation MTC performed on the rest of the corridor.

COOPERATIVE AGREEMENT
BETWEEN THE STAKEHOLDER AGENCIES AND AC TRANSIT FOR DESIGN,
CONSTRUCTION, OPERATIONS AND MAINTENANCE OF THE
SOUTH ALAMEDA COUNTY MAJOR CORRIDORS TRAVEL TIME IMPROVEMENT PROJECT
(AC TRANSIT LINE 97 TPI) IN UNINCORPORATED ALAMEDA COUNTY, SAN LEANDRO,
HAYWARD, AND UNION CITY, CALIFORNIA

THIS COOPERATIVE AGREEMENT ("Agreement") is entered into upon full execution, by and between the County of Alameda, City of Hayward, City of San Leandro, and City of Union City ("STAKEHOLDER AGENCIES"), and the ALAMEDA-CONTRA COSTA TRANSIT DISTRICT ("AC TRANSIT") a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq.

RECITALS

- A. AC TRANSIT, in cooperation with other local, state and federal agencies, including STAKEHOLDER AGENCIES, desire to construct transit-friendly roadway improvements and traffic signalization improvements as specified in the attached Exhibits A, B, and C, which are incorporated by reference herein ("PROJECT").
- B. AC TRANSIT and the STAKEHOLDER AGENCIES have entered into a memorandum of understanding ("MOU") regarding the PROJECT described herein. The PROJECT's ability to implement seamless and coordinated timing between jurisdictions is enhanced by cooperation between the parties to the MOU.
- C. The MOU anticipated the need for implementing agreements, including, but not limited to, this agreement.
- D. AC TRANSIT represents that it has \$5,700,000 in federal and regional funds committed and available for the implementation of the PROJECT.
- E. STAKEHOLDER AGENCIES represent that they are ready and able to provide the staff time required to support delivery of the PROJECT.
- F. AC TRANSIT represents that it will complete the design of the PROJECT and administer the construction of the PROJECT upon the approval and with the support of STAKEHOLDER AGENCY staff.
- G. The PROJECT will be implemented by AC TRANSIT unless otherwise noted. The PROJECT will install sidewalk at select bus stops to facilitate pedestrian boarding of buses and upgrade ADA ramps at select bus stops along the project length. The PROJECT will also upgrade traffic signals with Transit Signal Priority technology so that signals can provide transit vehicles an early green phase, or a green phase extension when needed. Other improvements to signals include incorporation of an adaptive signal control system, and interconnect between signals.

SECTION I
PROJECT DESIGN, CONSTRUCTION, ADMINISTRATION AND MAINTENANCE

- A. STAKEHOLDER AGENCIES AGREE:
 - 1. To cooperate in the review, approval, and support of AC TRANSIT's design documents, contract administration, procurement, and to provide resident engineering and inspection during construction, administration services, and any additional reasonable support needed for PROJECT completion.
 - 2. To operate and maintain as installed and be responsible for the operation and maintenance of the elements installed as part of the PROJECT as identified in Exhibit B. California Department of Transportation (Caltrans) is not part of this Agreement. Caltrans and AC TRANSIT will enter

into an Operations Agreement for the intersections owned and operated by Caltrans within the PROJECT.

3. To cooperate in AC TRANSIT's installation of the proposed existing and new bus stops that are part of the PROJECT as identified in Exhibit C. Such cooperation shall include designating the identified bus stop areas for use solely by AC Transit vehicles through the use of regulatory signs, pavement markings, and red-painted curb. The PROJECT will not change ownership or maintenance responsibilities of the existing and new bus stops. AC TRANSIT maintains bus poles. STAKEHOLDER AGENCIES maintain sidewalks and curb. Existing shelters, benches and trash receptacles, if any, are maintained by STAKEHOLDER AGENCIES or a third party through a contract with STAKEHOLDER AGENCIES. Existing bus stop locations and proposed changes to each location are identified in Exhibit C.
4. To grant an encroachment permit authorizing AC TRANSIT or its contractor to perform all construction activities required by the PROJECT within the STAKEHOLDER AGENCY right of way.

B. AC TRANSIT AGREES:

1. To be responsible for planning, designing, engineering, constructing, testing, and implementing the PROJECT and to cooperate with STAKEHOLDER AGENCIES and their staff, agents, in planning, designing, engineering, constructing, testing, and implementing the PROJECT, including, but not limited to, the procurement of equipment and software in a manner that allows STAKEHOLDER AGENCIES to utilize, operate, and maintain such equipment and software, including, among other things, rights to utilize support services and enforce warranties.
2. To, at its own expense, handle any environmental reviews and develop and implement a public awareness program to inform the public regarding the PROJECT prior to its implementation.
3. To designate, at its own expense, an AC TRANSIT representative to work with the STAKEHOLDER AGENCIES in coordinating all aspects of the PROJECT including planning, engineering, construction and installation work.
4. To include a provision in any construction or professional service contracts for the PROJECT that requires the contractor and its subcontractor(s) to defend, indemnify, and hold harmless the STAKEHOLDER AGENCIES from any claims, lawsuits or judgements arising out of the contractor's negligence or willful acts or omissions arising out of its work under said construction or professional services contracts (with legal counsel reasonably acceptable to the STAKEHOLDER AGENCIES), to the fullest extent permitted by law.
5. To include a provision in any construction or professional service contracts for the PROJECT requiring any contractor to name STAKEHOLDER AGENCIES as an additional insured with endorsements and certifications as provided in the attached Exhibit D, or in another mutually-agreeable form, as to work performed under the construction or professional service contracts.

AC Transit will provide necessary equipment and support to maintain TSP system, and all associated cables and equipment for the duration of this Agreement.

C. AC TRANSIT AND COUNTY OF ALAMEDA (COUNTY) AGREE:

1. For the segment impacted by the Hesperian Boulevard Corridor Improvement Project from Embers Way to West A Street by the County, AC TRANSIT and the COUNTY agree to share cost and responsibilities as provided in the attached Exhibit E.

**SECTION II
MISCELLANEOUS PROVISIONS**

THE PARTIES MUTUALLY AGREE:

1. To cooperate, under the terms of this Agreement, in the support, review, and approval of the design, procurement, construction and implementation of the PROJECT.
2. Upon completing and accepting all work on the PROJECT under this Agreement, ownership and title to the materials, equipment and appurtenances will be as provided in Exhibit B, and ownership will automatically vest in the STAKEHOLDER AGENCY for those facilities identified as owned by STAKEHOLDER AGENCY in Exhibit B. No further agreement will be necessary to transfer ownership as hereinbefore stated. The STAKEHOLDER AGENCIES will be the sole owner and will be responsible for operation and maintenance of the traffic signal and communications equipment as provided in Exhibit B.
3. STAKEHOLDER AGENCIES will enter into a Maintenance Agreement with STAKEHOLDER AGENCIES and Caltrans, which establishes on-going provision for cost sharing of maintaining the adaptive signal control system.
4. The parties shall each observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over the scope of the PROJECT or any part thereof, including, but not limited to, all laws and regulations regarding public works projects, the provisions of the California Occupational Safety and Health Act, and all federal, state, municipal, and local safety regulations.
5. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties, or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, improvement or maintenance of State highways and public facilities different or greater than the standard of care imposed by law.
6. Neither AC TRANSIT, nor its directors, officers and employees, shall be responsible for any damage, loss, expense, costs or liability occurring by any act or omission by STAKEHOLDER AGENCIES under or in connection with any work, authority or jurisdiction delegated to STAKEHOLDER AGENCIES under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STAKEHOLDER AGENCIES shall fully defend, indemnify and save harmless AC TRANSIT, and its directors, officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of any act or omission by STAKEHOLDER AGENCIES under or in connection with any work, authority or jurisdiction delegated to STAKEHOLDER AGENCIES under this Agreement, except those arising by reason of the sole negligence or willful misconduct of AC TRANSIT, its directors, its officers, or its employees.
7. Neither STAKEHOLDER AGENCIES, nor their officers and employees, shall be responsible for any damage, loss, expense, costs or liability occurring by reason of any act or omission by AC TRANSIT under or in connection with any work, authority or jurisdiction delegated to AC TRANSIT under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AC TRANSIT shall fully defend, indemnify and save harmless the STAKEHOLDER AGENCIES, and their officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of act or omission by AC TRANSIT under or in connection with any work, authority or jurisdiction delegated to AC TRANSIT under this Agreement, except those arising by reason of the sole negligence or willful misconduct of STAKEHOLDER AGENCIES, their officers, or their employees.

8. In the event a STAKEHOLDER AGENCY installs a new signal on the PROJECT segment during the term of this agreement, the STAKEHOLDER AGENCY is responsible for integrating the new signal with the PROJECT.
9. Except for the obligations for indemnification and dispute resolution, which shall survive termination of this agreement, obligations under this cooperative agreement will be in effect for 15 years from the date it is executed.
10. The parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. To the extent there are disagreements between the STAKEHOLDER AGENCIES and AC TRANSIT, those disagreements shall immediately be raised between the parties. Prior to initiating any legal action, the parties hereto agree to meet in good faith to attempt to resolve any dispute, including, but not limited to consulting with any Technical Advisory Committee (TAC) or Technical Coordinating Committee (TCC) that is established to assist in project management. TAC will consist of executive managers of the STAKEHOLDER AGENCY, AC TRANSIT and Caltrans. TCC will be comprised of technical staff from the STAKEHOLDER AGENCY, AC TRANSIT and Caltrans who are responsible for day-to-day transportation service, operations and management of their respective systems within the PROJECT. In the event the parties cannot resolve the dispute through the TAC and/or TCC, they will make a thorough good faith effort to resolve such issues through a mediation process conducted by an impartial third party. The parties shall jointly select and engage the efforts of a mediator to help resolve the dispute. The parties shall share the costs of the mediator equally. If the issue still remains unsolved, either party may bring a legal action seeking resolution of the disagreement. However, any and all legal actions may only be brought if the preceding dispute resolution process has been satisfied.
11. In the event a good faith dispute cannot be resolved through the dispute resolution process described in Section II.10 of this Agreement, either the STAKEHOLDER AGENCY or AC TRANSIT may terminate this Agreement upon 60 days' prior written notice to the other party. If STAKEHOLDER AGENCY desires to terminate this Agreement under this provision, such written notice shall be sent by U.S. Postal Service certified mail to: General Manager, AC Transit, 1600 Franklin Street, Oakland, CA 94612. If AC TRANSIT desires to terminate this Agreement under this provision, such written notice shall be sent by U.S. Postal Service certified mail to STAKEHOLDER AGENCY general management address.
12. In the event that this Agreement is terminated by either party before the PROJECT has been completed, AC TRANSIT shall pay only those reasonable costs incurred by the STAKEHOLDER AGENCY for work that could not have been suspended at the time of the notice of termination. AC TRANSIT will reimburse the STAKEHOLDER AGENCY for eligible costs incurred following termination that reasonably were incurred at the time of termination and such additional eligible costs necessary to bring any portion of the outstanding work to a reasonable point of completion following the notice of termination. If there is any question regarding the work to be completed, the parties will discuss the outstanding work and concur on the stage at which the incomplete work will end following the receipt of the notice of termination.
13. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect. Notwithstanding the foregoing, if any term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

14. This agreement and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California. The parties agree that the jurisdiction and venue of any dispute arising under this agreement shall be the Superior Court of Alameda County.
15. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.
16. Each party agrees to keep and maintain (and to require all contractors and subcontractors connected with performance of this agreement to keep and maintain records) showing actual time devoted and all costs incurred in the performance of all work subject to this agreement until three (3) years after the accepted completion of the project, or until such later date as is required under applicable law; provided, however, that if any actions brought under the dispute resolution provisions of this agreement or lawsuits arising from this agreement have not been finally resolved by the foregoing deadline, then any records which pertain to any such action shall be maintained until such actions have been finally resolved.
17. This agreement shall commence as of the date entered and shall continue in effect until the parties reach a mutually agreeable date for termination of the agreement after all work required by this agreement has been completed.
18. All of the terms, provisions and conditions of the agreement hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.
19. By signing this agreement, STAKEHOLDER AGENCIES and AC TRANSIT covenant that each presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. STAKEHOLDER AGENCIES and AC TRANSIT further covenant that in the performance of this agreement no person having any such interest shall be employed by the STAKEHOLDER AGENCY.
20. This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This agreements may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.
21. This agreement may be executed in any number of original counterpart signature pages, and each counterpart signature page shall be attached to and incorporated in the original agreement.
22. By signing this agreement, each signatory warrants and represents that he/she executed this agreement in his/her authorized capacity and that by his/her signature on this agreement, he/she or, if acting on behalf of an entity, the entity upon behalf of which he/she acted, executed this agreement.

SECTION III DEFINITIONS

STAKEHOLDER AGENCIES – Collectively the County of Alameda, City of Union City, City of San Leandro, and the City of Hayward.

STAKEHOLDER AGENCY – each of the County of Alameda, City of Union City, City of San Leandro, and the City of Hayward.

Signed by:

AC Transit

Date

Michael Hursh

General Manager

Approved as to form and content:

Denise Standridge

General Counsel for AC Transit

City of San Leandro

Date

Chris Zapata
City Manager

David Baum
Finance Director

Approved as to form and content:

Richard Pio Roda
City Attorney for City of San Leandro

Attest

Tamika Greenwood
City Clerk

City of Union City

Date

Antonio Acosta

City Manager

County of Alameda

Date

Wilma Chan

President, Alameda County Board of Supervisors

Approved as to form:

Donna R. Ziegler, County Counsel

By: Kathy Lee, Deputy County Counsel

City of Hayward

Date

Date

Morad Fakhrai

Director of Public Works

Engineering and Transportation

Kelly McAdoo

City Manager

Date

Attest:

Date

Michael Lawson

City Attorney

Miriam Lens

City Clerk



City of San Leandro

Meeting Date: October 2, 2017

Resolution - Council

File Number: 17-496 **Agenda Section:** CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Chris Zapata
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION Approving a Cooperative Agreement between San Leandro and AC Transit for Design, Construction, Operation, and Maintenance of the South Alameda County Major Corridors Travel Time Improvement Project (AC Transit Line 97 TPI) in Unincorporated Alameda County, San Leandro, Hayward, and Union City (provides for the continued maintenance and operation of the City's traffic signals on Hesperian Boulevard after improvements by AC Transit)

WHEREAS, Alameda-Contra Costa Transit District (AC Transit) received \$5.0 million in grant funds through the Metropolitan Transportation Commission (MTC) Transit Priority Initiative - Investment program. AC Transit programmed Transit District Capital funds in the amount of \$420,000 for local matching funds; and

WHEREAS, MTC also assigned \$500,000 in Federal Next Generation Arterial Operation Program funds for preliminary systems engineering for the project; and

WHEREAS, AC Transit, Union City, and the Alameda County Public Works Agency were awarded \$228,000 in Transportation Fund for Clean Air funding through the Alameda County Transportation Commission to offset the local match the District is contributing to the project; and

WHEREAS, the entire project budget is estimated to be \$6.148 million; and

WHEREAS, to be able to execute the design and construction of the project, AC Transit needs to have a cooperative agreement in place with the cities of San Leandro, Hayward and Union City as well as Alameda County to identify roles and responsibilities for the project; and

WHEREAS, the City Council is familiar with the contents of the agreement; and

WHEREAS, the City Manager recommends approval of said agreements.

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

That the City Manager is authorized to enter into a Cooperative Agreement with AC Transit for design, construction, operation, and maintenance of the South Alameda County Major Corridors Travel Time Improvement Project (AC Transit Line 97 TPI) in unincorporated Alameda County, San Leandro, Hayward, and Union City.