

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

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

A. AGREEMENT

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

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

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

B. MAINTENANCE DEFINED

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

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

C. MAINTENANCE FUNCTIONS

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

1. Litter and Graffiti

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

2. Signs

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

3. Striping

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

4. Lighting

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

5. Safety Devices

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

6. Landscaping

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

7. Passenger Platforms

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

D. LEGAL RESPONSIBILITIES

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

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

E. EFFECTIVE DATE, AMENDMENT AND RIGHT TO TERMINATE

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

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

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

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

DISTRICT:

CITY:

David J. Armijo, General Manager

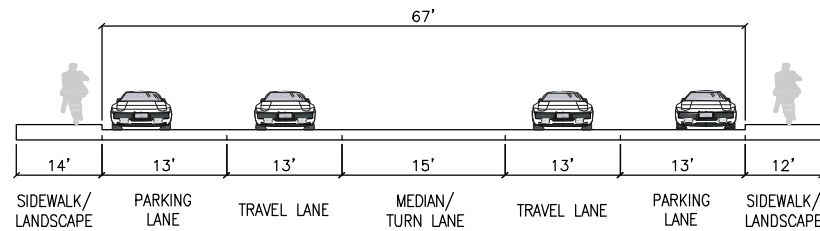
Chris Zapata, City Manager

Approved as to Form and Content:

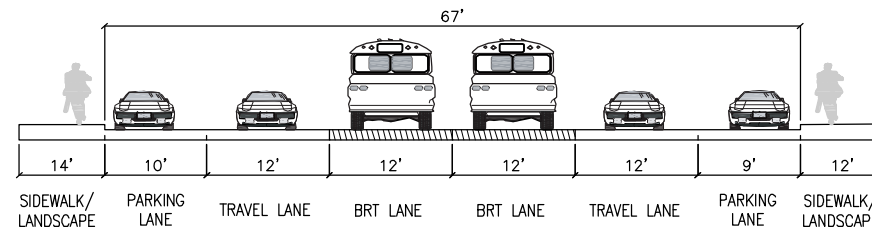
Approved as to Form:

David A. Wolfe, General Counsel

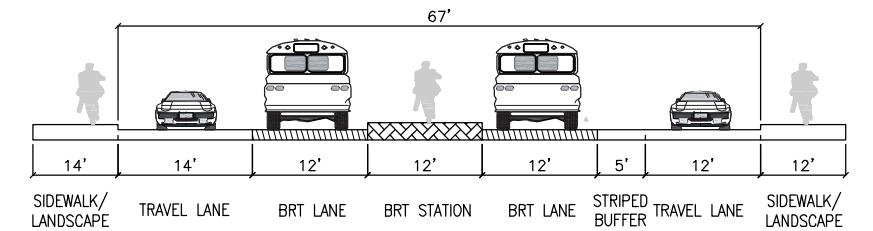
Richard D. Pio Roda, City Attorney



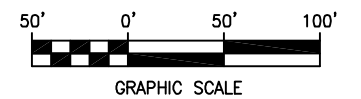
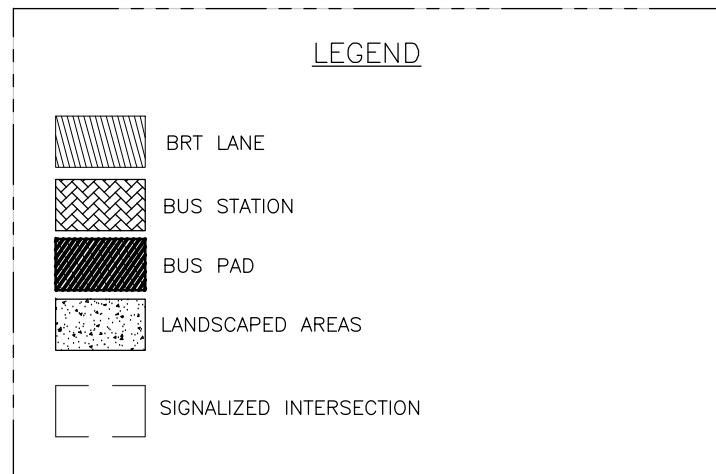
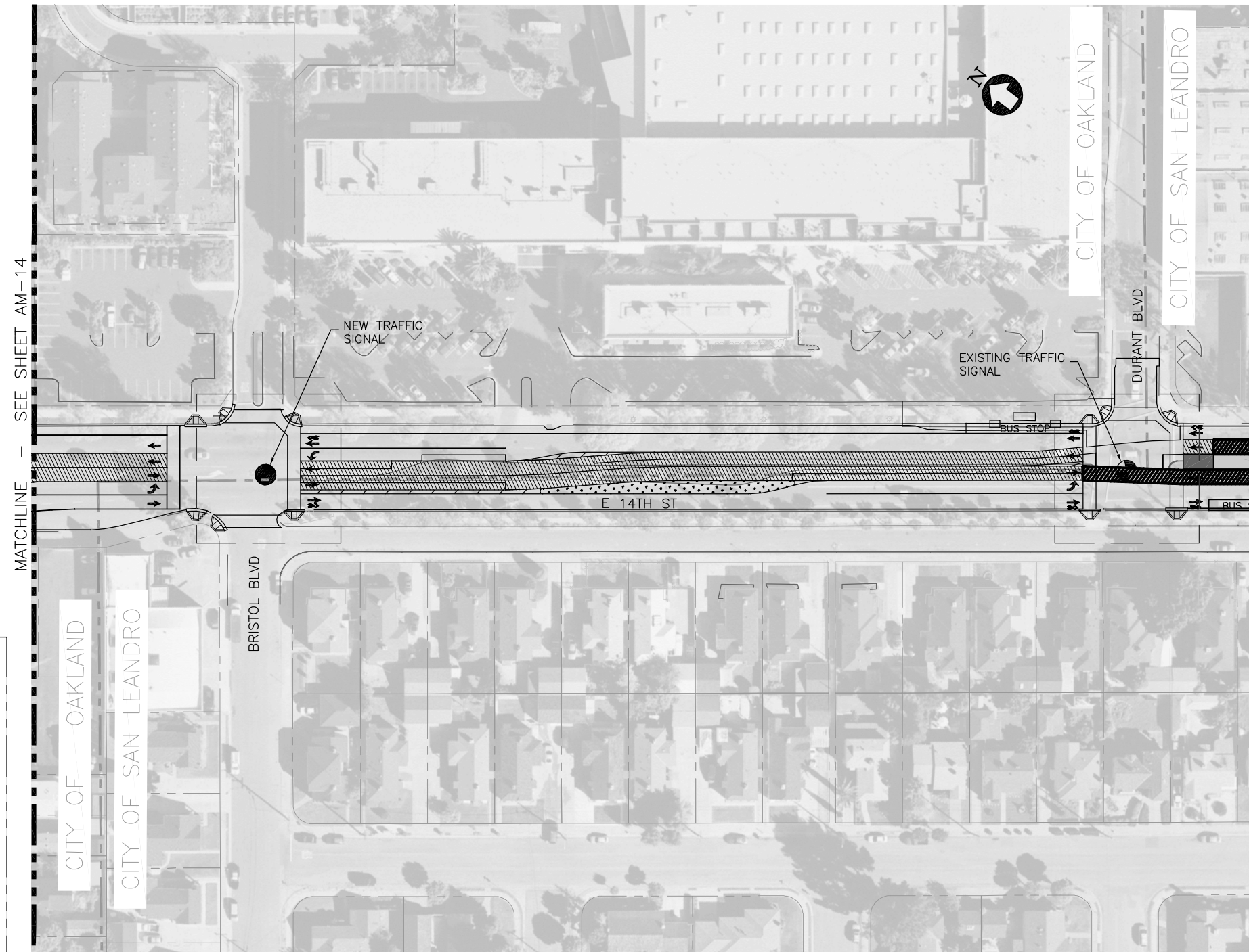
**EAST 14TH STREET (SR 185)
EXISTING**



**EAST 14TH STREET (SR 185)
BRISTOL BLVD TO SUNNYSIDE DRIVE**



**EAST 14TH STREET (SR 185)
AT DURANT AVE STATION**



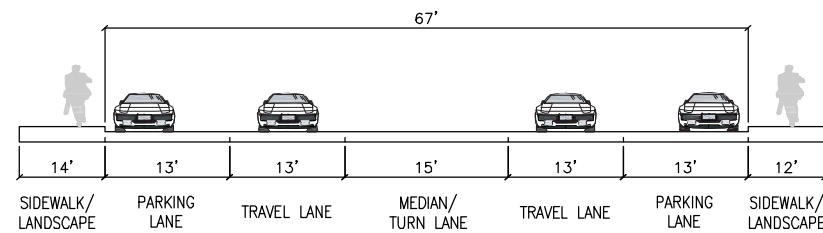
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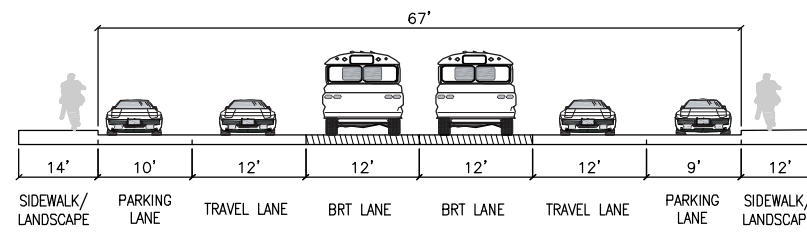


EAST BAY BUS RAPID TRANSIT PROJECT
AGREEMENT FOR MAINTENANCE EXHIBIT
EXHIBIT A
SHEET 15-SL OF 20

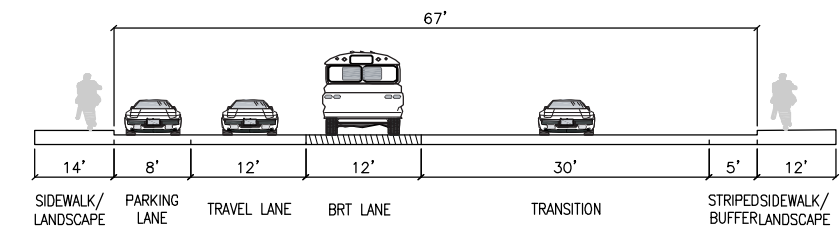
DWG NO
15-SL
SHEET NO



**EAST 14TH STREET (SR 185)
EXISTING**



**EAST 14TH STREET (SR 185)
BRISTOL BLVD TO SUNNYSIDE DRIVE**



**EAST 14TH STREET (SR 185)
SUNNYSIDE DRIVE
AT SIGNALIZED INTERSECTION**

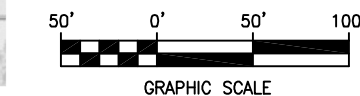


MATCHLINE - SEE SHEET AM-15

MATCHLINE - SEE SHEET AM-17

LEGEND

- BRT LANE
- BUS STATION
- BUS PAD
- LANDSCAPED AREAS
- SIGNALIZED INTERSECTION



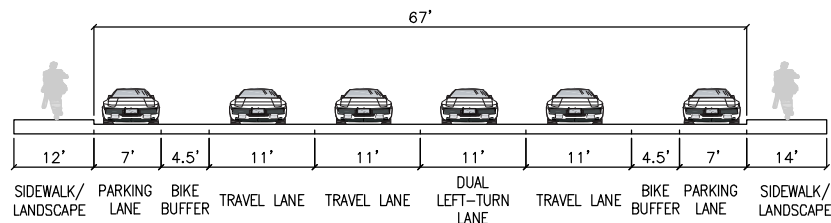
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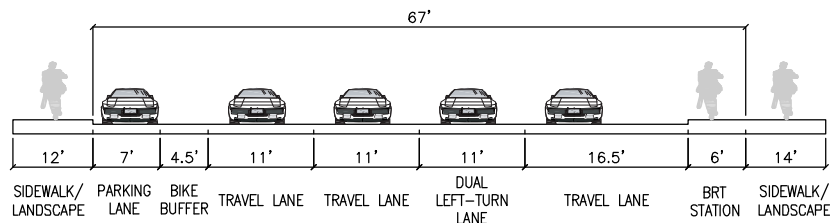


EAST BAY BUS RAPID TRANSIT PROJECT
 AGREEMENT FOR MAINTENANCE EXHIBIT
 EXHIBIT A
 SHEET 16 OF 20

DWG NO
 AM-16
 SHEET NO



**EAST 14TH STREET (SR 185)
EXISTING**



**EAST 14TH STREET (SR 185)
EUCLID AVE TO TOLER STREET AT STATION**



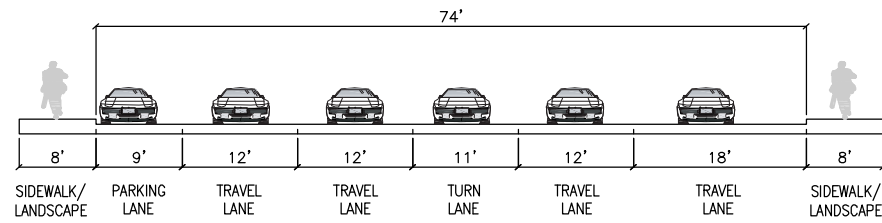
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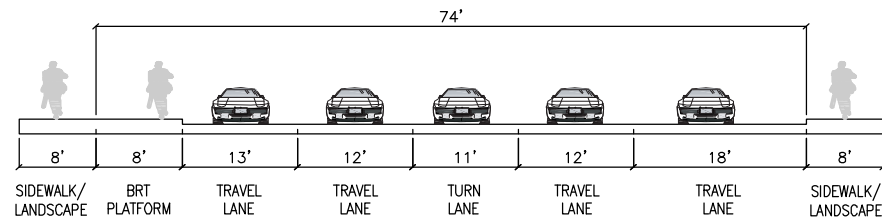


EAST BAY BUS RAPID TRANSIT PROJECT
 AGREEMENT FOR MAINTENANCE EXHIBIT
 EXHIBIT A
 SHEET 17 OF 20

DWG NO
 AM-17
 SHEET NO








**DAVIS STREET (SR 112)
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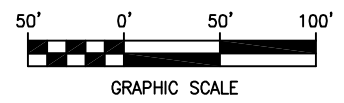


**DAVIS STREET (SR 112)
AT HAYS STREET STATION**



LEGEND

-  BRT LANE
-  BUS STATION
-  BUS PAD
-  LANDSCAPED AREAS
-  SIGNALIZED INTERSECTION



MATCHLINE - SEE SHEET AM-19

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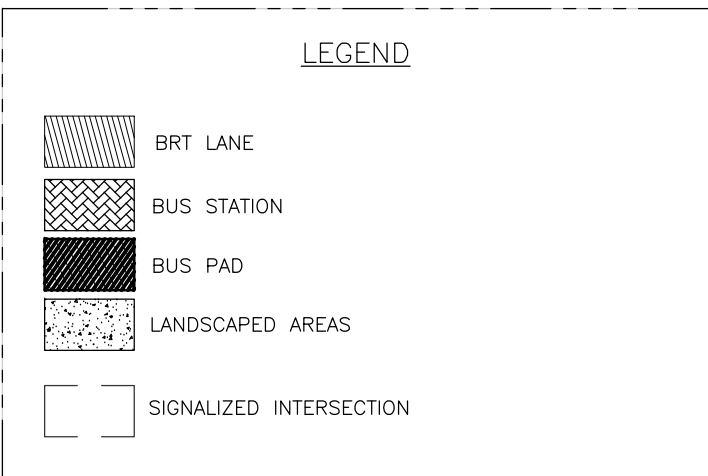
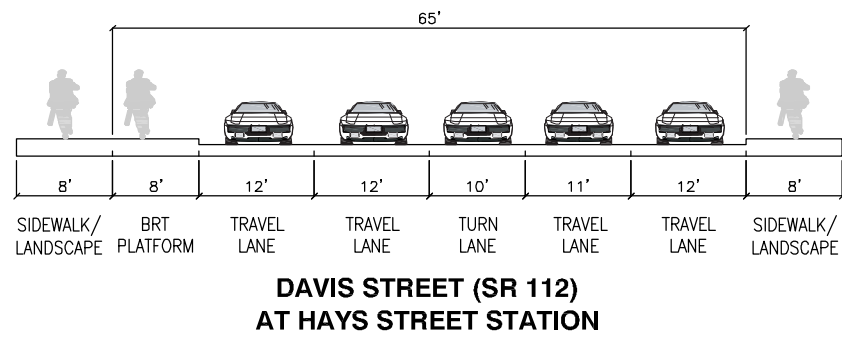
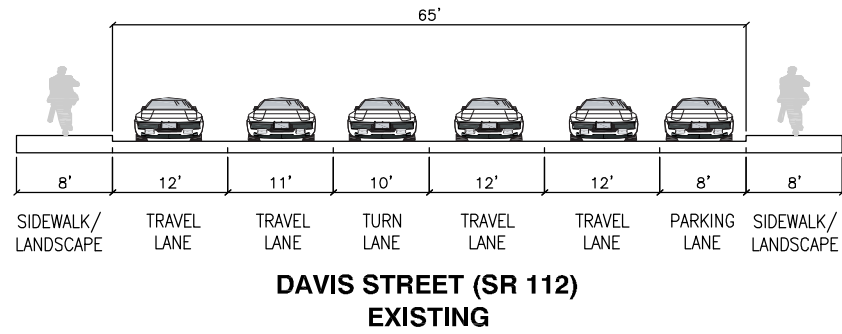
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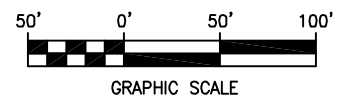
EAST BAY BUS RAPID TRANSIT PROJECT
 AGREEMENT FOR MAINTENANCE EXHIBIT
 EXHIBIT A
 SHEET 18 OF 20

DWG NO
 AM-18
 SHEET NO

MATCHLINE - SEE SHEET AM-18



MATCHLINE - SEE SHEET AM-20



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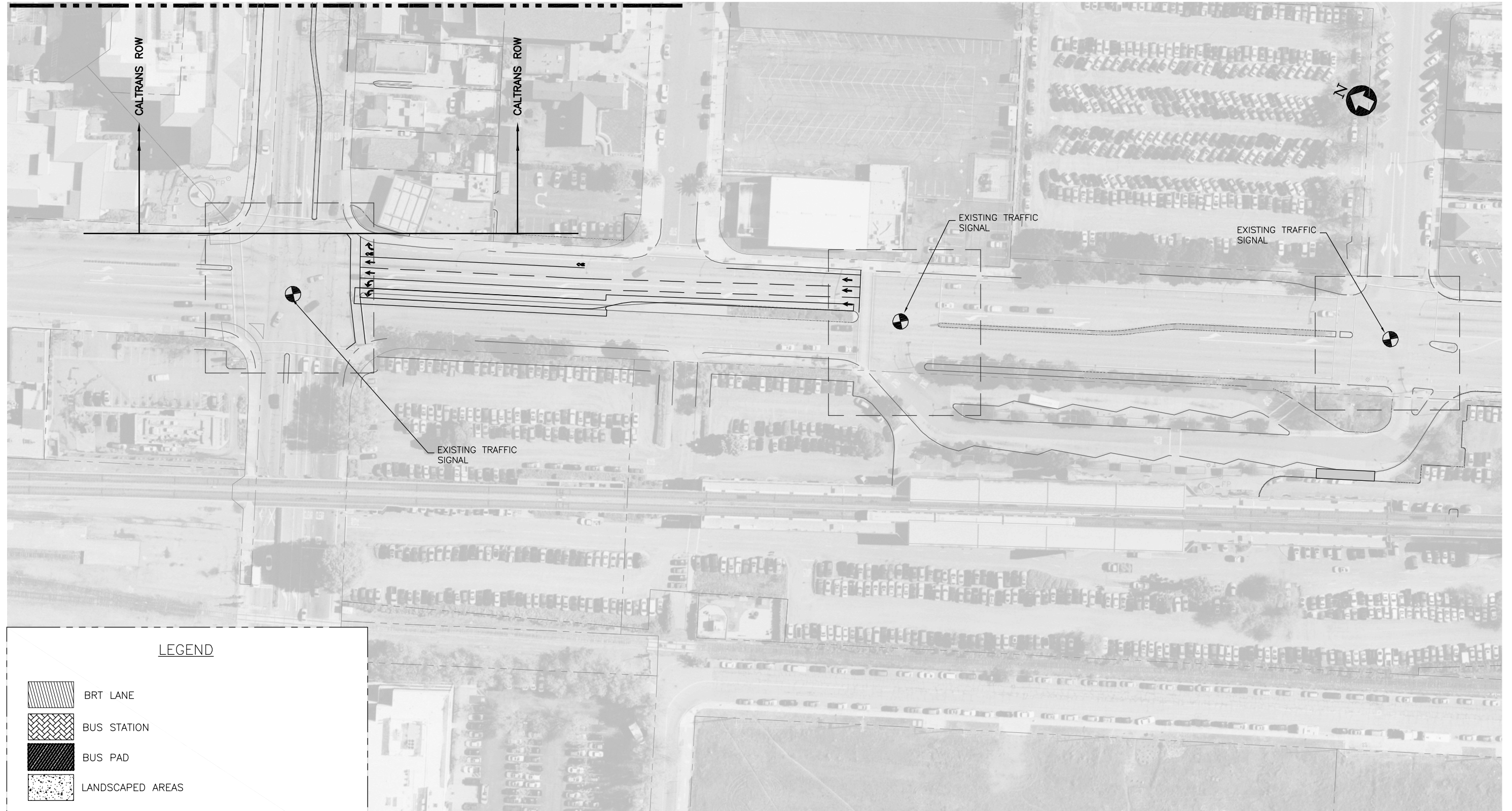
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




**EAST BAY BUS RAPID TRANSIT PROJECT
AGREEMENT FOR MAINTENANCE EXHIBIT
EXHIBIT A
SHEET 19 OF 20**

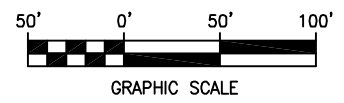
DWG NO
AM-19
SHEET NO

MATCHLINE - SEE SHEET AM-19



LEGEND

-  BRT LANE
-  BUS STATION
-  BUS PAD
-  LANDSCAPED AREAS
-  SIGNALIZED INTERSECTION



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REV	DATE	DESCRIPTION

ALAMEDA CONTRA COSTA TRANSIT DISTRICT
EAST BAY BUS RAPID TRANSIT

PARSONS

EAST BAY BUS RAPID TRANSIT PROJECT
AGREEMENT OF MAINTENANCE EXHIBIT
EXHIBIT A
SHEET 20 OF 20

DWG NO
AM-20
SHEET NO

**EXHIBIT B
DIVISION OF OPERATIONS AND MAINTENANCE RESPONSIBILITIES**

CATEGORY	CITY	DISTRICT
Traffic Signal System and Signs	<ul style="list-style-type: none"> All components of the vehicular and pedestrian traffic signals and sign systems within CITY/STATE rights-of-way including, but not limited to, traffic signals, pedestrian crossing signals, audible signals, masts, poles, roadway detector loops, internally illuminated street name signs, signal interconnect, emergency vehicle preemption features, traffic signal controllers, power service and associated conduits and cables. Power service shall include conduit, wire, pedestals (and all internal components), and boxes from CITY facility to PG&E point of service feed. 	<ul style="list-style-type: none"> All components of the traffic signal system directly related to BRT operations including, but not limited to, BRT signals, including detector loops, related controllers, and associated conduit and cable located within the BRT corridor. BRT signs within the corridor.
Signal Management System (SMS)	<ul style="list-style-type: none"> Components of the system that are connected to the CITY's Signal Management System (SMS) including, but not limited to, central computer system and peripherals. 	<ul style="list-style-type: none"> Components of the Signal Management System (SMS) that are connected to the DISTRICT's Operation Control Center (OCC) including, but not limited to, remote computer system and peripherals.
SMS Communications Links (i.e. Telephone, DSL)	<ul style="list-style-type: none"> All hardwire connections that connect the CITY's Signal Management System to the signals. 	<ul style="list-style-type: none"> All hardwire connections that connect the DISTRICT's Signal Management System to DISTRICT signals.
Lighting	<ul style="list-style-type: none"> All street lighting within the BRT corridor. All pedestrian lighting in CITY/STATE right-of-way, except on station platforms. 	<ul style="list-style-type: none"> All station lighting at BRT stations.

CATEGORY	CITY	DISTRICT
Signs and Pavement Markings	<ul style="list-style-type: none"> All signs, pavement and curb markings, striping legends, arrows and raised pavement markers on CITY streets. 	<ul style="list-style-type: none"> All signs, pavement and curb markings, striping legends, arrows, and raised pavement markers within the BRT dedicated bus way .
Roadway	<ul style="list-style-type: none"> All Pavement, roadway, curbs, and sidewalks in CITY/STATE right-of-way. 	<ul style="list-style-type: none"> All concrete bus pads within the BRT dedicated lanes.
Landscaping	<ul style="list-style-type: none"> All landscaping, irrigation (including controllers) and hardscape located within CITY/STATE right-of-way and outside the BRT operating station. 	<ul style="list-style-type: none"> Landscaping and irrigation within the BRT stations, Irrigation controllers that service DISTRICT maintained landscaping.
Transit Facilities	Nothing	<ul style="list-style-type: none"> Electric service cabinets for DISTRICT facilities BRT communication system elements including, but not limited to, ducts and cables and BRT traveler information system elements including, but not limited to, CCTV, housings, signals, , cable, ducts, pullboxes, manholes and signs. BRT Station facilities including, but not limited to: signs, bus pads, shelters, lighting, benches, advertising panels and trash containers.

CATEGORY	CITY	DISTRICT
<p>Utilities</p>	<ul style="list-style-type: none"> • CITY – owned storm drain, sanitary sewer, water distribution, and electrical systems. Maintenance or repair of such utilities located under the BRT corridor/operating envelope must be coordinated with DISTRICT. 	<ul style="list-style-type: none"> • All BRT station drainage facilities, up to and including connections at CITY manholes. • All utilities related to the BRT station operations (e.g., electrical at station platform)
<p>Electrical Service</p>	<ul style="list-style-type: none"> • Electrical equipment including service cabinets (and all internal components), conductors, wires and pull boxes from CITY facility equipment (street lights, traffic signals, CITY irrigation controllers) to the PG&E box. 	<ul style="list-style-type: none"> • Electrical conductors, wires and pull boxes from DISTRICT facility equipment (stations and DISTRICT irrigation controllers) to the PG&E point of service connection.