

**PROJECT CHARTER: EAST 14TH STREET/MISSION BOULEVARD AND FREMONT BOULEVARD CORRIDOR
PROJECT**

between the

Alameda County Transportation Commission

and

California Department of Transportation, Alameda-Contra Costa Transit District, the County of Alameda,
and the Cities of San Leandro, Hayward, Union City, and Fremont

Project Background

The East 14th Street/Mission Boulevard and Fremont Boulevard Corridor Project (“Project”) will identify a set of implementable near-, medium-, and long-term multimodal improvements to increase the corridor’s ability to move people and goods, improve access to businesses, and serve residents with a focus on benefits to the safety, reliability, comfort, and connectivity of the corridor’s transit, bicycle, and pedestrian facilities. The Project will build upon past planning efforts to identify those improvements that are locally supported and regionally effective.

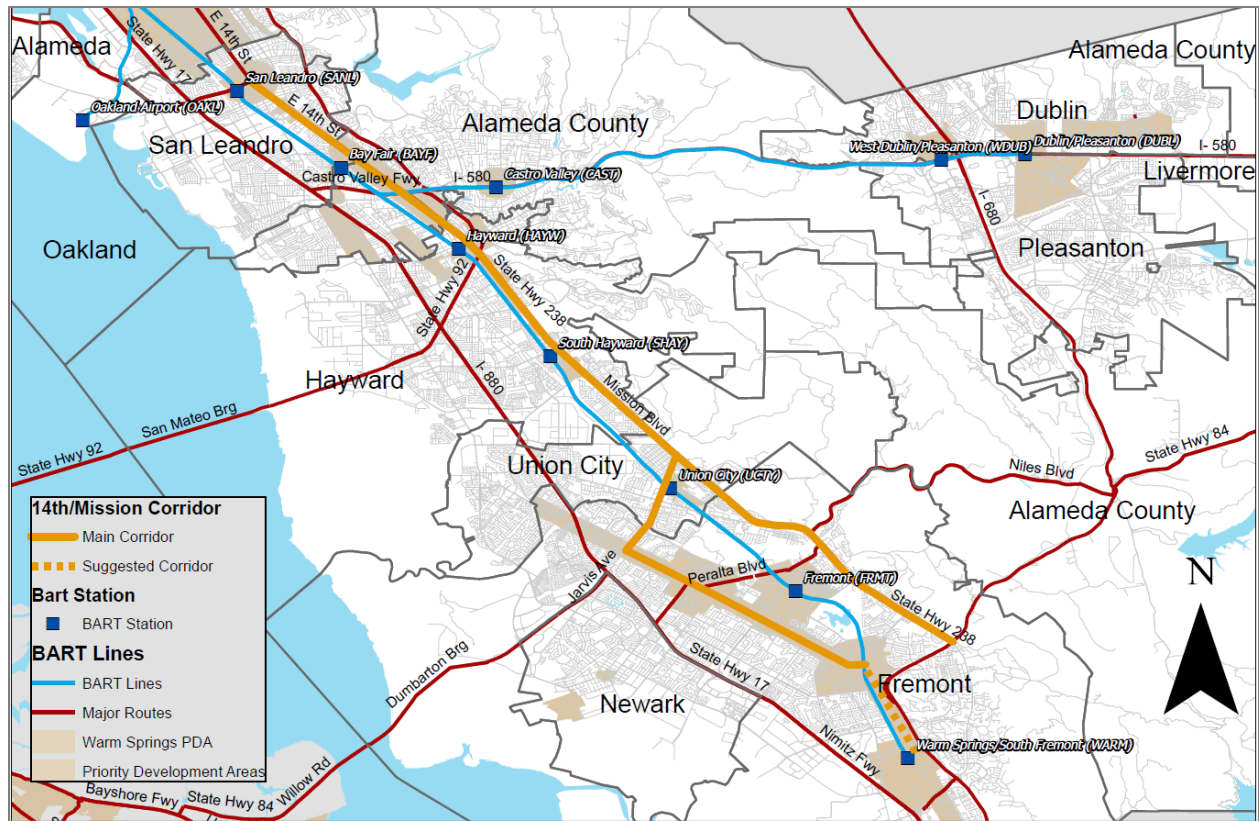
The Project Corridor is generally defined as shown in Figure 1 and will include parallel routes and perpendicular connections that provide multimodal connectivity to the Corridor. Final Project termini will be defined at the end of the first phase of the Project. To ensure that the Project can identify, develop and implement near-, medium-, and long-term projects, the Project Corridor will generally be limited to streets and pathways within ¼ to ½ mile on either side of the Corridor including access roads to Bay Area Rapid Transit stations.

Phase 1 of the Project includes existing conditions review, corridor segmentation, and definition of corridor limits. Phase 2 of the Project includes purpose and need, goal development, concept identification, concept evaluation, concept refinement, final report preparation, and scoping of Phase 3. During Phase 2, the Partnering Agencies will play a key role in assisting with the selection of near-, medium-, and long-term concept alternatives. Phase 3 of the Project will include design development and environmental approval through the appropriate project development processes of the approving agencies (Caltrans and local jurisdictions). All phases will include outreach activities to ensure stakeholders in the corridor have input into the Project.

Project Charter Purpose

This Project Charter is a non-binding agreement with the intent of establishing and memorializing a mutual understanding between Alameda CTC (“Alameda CTC” or “Sponsoring Agency”), and California Department of Transportation (“Caltrans”), Alameda-Contra Costa Transit District (“AC Transit”), the County of Alameda, and the Cities of San Leandro, Hayward, Union City, and Fremont (collectively the “Partnering Agencies”). The intent of this Project Charter is to memorialize the respective commitments of the Sponsoring Agency and the Partnering Agencies to working cooperatively to further the goals of the Project. Nothing in this Project Charter commits any agency to payment of agency funds or to enter into any contract. This Project Charter also creates no entitlement to damages or any equitable remedy, including injunctive relief.

Figure 1. Project Corridor



Primary Project Sponsor

Alameda CTC

Sponsoring Agency Responsibilities

Alameda CTC will manage the Project (including management of the consultant contract, scope, budget, and schedule), will coordinate with Partnering Agencies, will provide oversight and strategic guidance to the Project, and will review and approve Project deliverables.

Partnering Agency Expectations

- The Partnering Agencies are partners in the delivery of the Project and agree to work together to develop and select Project concepts.
- Each Partnering Agency will assign a staff contact person who will serve on a Technical Advisory Committee (TAC) and will be responsible for attending Project meetings that will be coordinated by Alameda CTC. These meetings are not subject to the Brown Act. Approximately seven TAC meetings are anticipated for the duration of Phases 1 and 2. If a TAC member is unable to attend a scheduled TAC meeting, the member will notify the Alameda CTC project management team in a timely manner and find a substitute who is available on the meeting date.
- TAC members will work within their respective agencies to report to and advise the appropriate respective departments of their agencies to aid in the development of the Project. This includes, as necessary, facilitating inter-jurisdiction issue resolution about the Project and circulating

documents and deliverables within their agencies for review and comment in a timely manner and per the Project schedule. TAC members will serve as the primary point of contact from their respective agency to the Project team and will provide a single, consolidated set of comments on documents and deliverables from their agency.

- TAC members will ensure provision of requested data and review of relevant documents by their agencies in a timely manner in order to maintain the Project schedule. Review timelines for particular documents and deliverables will be agreed on at TAC meetings. If Partnering Agencies do not provide comments on particular documents and deliverables within the timeframe agreed to at the TAC meeting, Alameda CTC may consider the document as deemed approved and proceed accordingly.
- TAC members are to report to and keep their respective management and/or decision making bodies informed, as needed, about key Project issues that may require their future attention with the goal of aiding in the timely completion and implementation of the Project.
- Each Partnering Agency will designate an appropriate executive-level staff representative who may be called on to participate in an ad hoc (e.g., non-Brown Act) Executive Committee if necessary. Meetings of this body, or a subset of the Executive Committee, will only be called as necessary to ensure high level buy-in and/or resolve conflicts if they arise.
- Each Partnering Agency will designate an appropriate elected official, or in the case of Caltrans, the District Director or designee, who can represent the agency and participate in an ad hoc (e.g., non-Brown Act) Policy Advisory Committee (PAC) if necessary. If an agency has a designated representative on the Alameda CTC Commission, that person will serve as the PAC representative for that agency for this Project. Meetings of this body will only be called as necessary to ensure high level buy-in and/or resolve conflicts if they arise.
- Each Partnering Agency will collaborate throughout the Project to identify a long-term vision for the corridor, and a set of implementable, near- and medium-term improvements, and facilitate advancing those near- and medium-term improvements through implementation.
- The Partnering Agencies are expected to bear their own respective staff and other costs under this Project Charter, and Alameda CTC will not be providing any funding to the Partnering Agencies to cover staffing or other costs related to the Project.
- Each Partnering Agency will use good faith and reasonable efforts to enter into a Memorandum of Understanding (MOU) and other relevant agreements as necessary once near- and medium-term concepts are selected, defining responsibilities for project delivery, cost-sharing, asset ownership, and system operations and maintenance.

Project Decision-Making and Issue Resolution

Alameda CTC and Partnering Agencies will make many decisions that shape outcomes and determine the direction of the Project, ultimately leading to a set of final recommendations to present to Project stakeholders and for Partnering Agency support. Some decisions will be relatively simple and within the authority of assigned project management and technical staff. Other decisions may be more complex, requiring consensus among multiple internal or external stakeholders, and/or policy changes/ commitments of resources by Alameda CTC or Partner Agencies.

The role of the TAC is to provide input to Alameda CTC to assist in the advancement of the Project. TAC input will be incorporated into key documents and Project concepts. The intent of the TAC is to provide input and resolve issues to advance project delivery. The preferred method for resolving any issues is within the normal structure of the TAC. If an issue cannot be resolved within the normal TAC meeting format due to an inability to reach agreement, additional meetings including TAC representatives may be arranged outside of the normal recurring TAC meeting time.

If an issue cannot be resolved within the TAC or among TAC members due to insufficient authority or inability to come to agreement, the issue will be elevated to the Executive Committee, then the Policy Advisory Committee (PAC), and the full Alameda CTC Commission, if necessary.

Milestone Schedule

The following is the Project schedule. The schedule may be adjusted due to changing Project conditions and the TAC will be updated with any changes affecting deliverables and review times:

| Phase | Milestone | Timeframe |
|-------|---|------------------|
| 1 | Project Initiation | Winter 2017/2018 |
| 1 | Existing Conditions Review and Determination of Segmentation and Limits | Spring 2018 |
| 2 | Establish Purpose and Need, Goals | Summer 2018 |
| 2 | Identify Corridor Concepts | Fall 2018 |
| 2 | Concepts Evaluation and Selection | Winter 2019 |
| 2 | Concept Refinement and Operating Strategies | Spring 2019 |
| 2 | Final Report and Scoping of Design Development Phase | Summer 2019 |
| 3 | Design Development and Appropriate Environmental Approvals | Post Summer 2019 |

IN WITNESS THEREOF, the parties hereto have agreed to this Project Charter as of the last date set forth next to the parties’ signatures below. This Project Charter may be signed in one or more counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same instrument.

ALAMEDA COUNTY TRANSPORTATION COMMISSION (“ALAMEDA CTC”)

By: _____
 ARTHUR L. DAO, Executive Director Date

CALIFORNIA DEPARTMENT OF TRANSPORTATION (“CALTRANS”)

By: _____
 Name, Title Date

CITY OF SAN LEANDRO

By: _____
Name, Title Date

COUNTY OF ALAMEDA

By: _____
Name, Title Date

CITY OF HAYWARD

By: _____
Name, Title Date

CITY OF UNION CITY

By: _____
Name, Title Date

CITY OF FREMONT

By: _____
Name, Title Date

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT ("AC TRANSIT")

By: _____
Name, Title Date