A MASTER COOPERATIVE AGREEMENT BETWEEN THE CITY OF OAKLAND AND THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT FOR THE FINAL DESIGN AND CONSTRUCTION PHASES OF THE EAST BAY BUS RAPID TRANSIT DOWNTOWN OAKLAND TO SAN LEANDRO PROJECT

This Master Cooperative Agreement ("AGREEMENT") by and between the Alameda-Contra Costa Transit District, a special transit District established pursuant to California Public Utilities Code Sections 24501 et seq. (hereinafter "DISTRICT" or "AC TRANSIT"), and the CITY of Oakland, a municipal corporation (hereinafter "CITY"), is effective on September 1, 2013. DISTRICT and CITY are herein referred to as PARTIES and individually as PARTY.

1. RECITALS

1.1. 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.

1.2. On April 25, 2012, the AC Transit Board of Directors adopted Resolution No. 12-018 certifying the Final Environmental Impact Report/Statement (FEIR/FEIS) for the East Bay Bus Rapid Transit (BRT) 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.

1.3. On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving 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.

1.4. In its action on July 17, 2012, the Oakland CITY Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the DISTRICT append the CITY Conditions of Approval (COA) to the DOSL Project. Council Resolution 84016 and the (COA) are made a part hereof by reference.

1.5. The DOSL alternative envisions a 9.5 mile long dedicated bus lane corridor with 8.2 miles and 38 stations located within the geographic boundaries of the City of Oakland.

1.6. The CITY COA is a list of CITY requirements for the BRT Project. This Master Cooperative Agreement (MCA) between the DISTRICT and the CITY must fully delineate all CITY and DISTRICT commitments for COA compliance, including but not limited to, community outreach activities, parking and business impact mitigation plans, scoping and technical requirements for the BRT design and construction, and coordination with other CITY streetscape improvement projects underway or planned for the DOSL corridor, and coordination with the CITY’s International Boulevard Transit Oriented Development Plan.
1.7. On November 27, 2012, the DISTRICT General Manager issued a letter to the CITY Public Works Agency Director confirming that the Master Cooperative Agreement between the DISTRICT and the CITY for the BRT Project would clearly and fully incorporate the COA into the project plans and specifications.

1.8. AC Transit desires to design and construct the East Bay Bus Rapid Transit Project, which includes, but is not limited to, bus only lanes, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, traffic signals, lighting, crosswalk treatment and pedestrian warning signals, sidewalk improvements, and signage.

1.9. An agreement between Oakland and AC Transit is necessary to specify how each will cooperate in reviewing plans and schedules and specifies the procedures that DISTRICT and CITY will follow in order for DISTRICT to obtain CITY's approval for the design and construction of the PROJECT within the CITY, and the manner in which the DISTRICT will compensate the CITY for costs of its activities in furtherance of such approval.

NOW, THEREFORE, in consideration of the terms, conditions and promises set forth herein, the PARTIES agree as follows:

2. DEFINITIONS

As used in this Agreement, the following words and terms shall have the meaning as provided in the Recitals or in this section:

2.1. “Aesthetic / Esthetic Design” means appreciative or responsive to what is generally considered attractive or nice to look at, especially as determined by urban planning and design professionals or predefined in local transit oriented development plans.

2.2. “AGREEMENT” means this Master Cooperative Agreement (MCA) entered into by and between the CITY of Oakland and AC Transit.

2.3. “BRT Facilities” means dedicated bus lanes, passenger platforms, ticket vending machines, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatments, and signage.

2.4. “CITY” means the City of Oakland, a municipal corporation, its officials, officers, employees and agents.

2.5. “COA” means the Conditions of Approval adopted by the Oakland City Council on July 17, 2012 by Resolution 84016 relative to its approval of the DOSL alternative.

2.6. “Construction Phase” means all activity in furtherance of PROJECT commencing with CITY approval of the 100% design plans, specifications and estimates for each
discrete construction bid package and concluding when final CITY inspections of each corresponding construction contract is complete.

2.7. "DISTRICT" or "AC TRANSIT" means the Alameda Contra Costa Transit District, a special transit DISTRICT established pursuant to California Public Utilities Code Sections 24501 et seq.

2.8. "East Bay Bus Rapid Transit Project" means the provision of a 9.5 mile dedicated bus corridor between Downtown Oakland and the San Leandro BART station described as the DOSL Alternative in the federal Record of Decision as follows:

"The project would operate with transit priority at all signalized intersections, new passenger stations, and a combination of mixed-flow and dedicated travel lanes throughout the alignment. The project would also feature pedestrian amenities, landscape treatments, barrier-free, self-service, proof of payment fare collection, real-time bus arrival information, and low-floor, dual-sided door buses.

The project would ultimately extend approximately 9.52 miles from Downtown Oakland to the San Leandro BART Station. In downtown Oakland, at 20th Street, both eastbound and westbound BRT operate in mixed-flow lanes between Telegraph and Broadway Avenues. At Broadway, the alignment shifts south. Southbound and northbound BRT would operate in mixed-flow lanes between 20th and 11th/12th Streets, with the exception of a northbound dedicated center-running lane that provides a left-turn movement onto 20th Street for buses only. 11th and 12th Streets will operate as a one way pair with the eastbound movement on 11th Street and the westbound movement on 12th Street.

Each leg has a side-running dedicated BRT lane from Broadway Avenue to Oak Street. Past Oak Street, the dedicated BRT lanes transition to mixed flow lanes through the Lake Merritt area to 2nd Avenue. There would be a "bus only" left-turn lane provided along westbound 12th Street for northbound BRT vehicles at the intersection with 14th Street. The next segment of the route would begin at 1st Avenue, where the southbound BRT would continue along East 12th Street and the northbound movement along International Boulevard through 14th Avenue. Both would be accommodated in a combination of dedicated and shared side-running BRT lanes.

With the next segment, the southbound alignment continues on East 12th Street, then BRT turns east, operating in a shared BRT lane along 14th Avenue and for one block south of the intersection of 14th Avenue/International Boulevard. At 15th Avenue, both northbound and southbound BRT operate in center-running dedicated BRT lanes. The route continues on International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border. In San Leandro, the alignment continues along Durant to Georgia Way in center-running dedicated lanes. Beginning at
Georgia Way, BRT will operate in mixed-flow lanes together with vehicular traffic. This configuration will continue to Davis Street, where the alignment will shift west along Davis and south again on San Leandro Boulevard, terminating at the San Leandro BART station.


2.10. “Implementation Phase” means all activities in furtherance of the PROJECT beginning on July 17, 2012 and concluding with CITY approval of the 100% design plans, specifications and estimates for each discrete construction bid package.

2.10.1.1. “Preliminary Engineering Phase” means the 35% design process, beginning on July 17, 2012 and concluding with CITY approval of the Final Preliminary Engineering Report and Cost Estimate.

2.10.1.2. “Final Design Phase” means the 65%, 95% and 100% design processes beginning on the effective date of this AGREEMENT and concluding with CITY approval of the 100% design plans, specifications and estimates for each construction bid package.

2.11. “Jurisdictional Authority” means the differing roles played by the CITY and STATE on State Route 185 that also function as a CITY street. Although the STATE has jurisdictional authority for right-of-way, roadway construction and maintenance, it has chosen to delegate some of those functions to CITY under a Delegated Maintenance Agreement. CITY retains responsibility for review/approval of physical improvements constructed within the street and sidewalk areas.

2.12. “Operational Phase” means all activity in furtherance of the PROJECT commencing with the first entry of an AC Transit Driver into a BRT bus for purpose of beginning regular BRT service along the DOSL corridor.

2.13. “PARTY” or “PARTIES” means DISTRICT or CITY referred to individually or collectively.

2.14. “PROJECT” means those segments of the East Bay Rapid Transit Project as defined in Section 2.4 (above) that lie within the geographic boundaries of the City of Oakland and are subject to City of Oakland design review. The Project encompasses all planned streets and sidewalks improvements within CITY limits including, but not limited to, work planned for International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border.

2.15. “ROD” means the June 8, 2012 Federal Transportation Agency (FTA) Record of Decision approving the Downtown Oakland to San Leandro alternative (DOSL) for the East Bay Rapid Transit Project.
2.16. "Scope of Services" means CITY's review and comment on the Plans Specifications and Estimates (PS&E) and ancillary documents prepared in support of the timely advancement of the PROJECT for the benefit of CITY and its residents.

1. COMMITMENTS

The PARTIES acknowledge that their various commitments to one another will occur within the Implementation Phase, Construction Phase and Operational Phase of PROJECT unless otherwise specified in this AGREEMENT. The Implementation, Operational and Construction Phases may overlap. Project development is distinguished by phases only for the purposes of organizing commitments hereunder and shall not be deemed to limit the commitments of PARTIES.

The PARTIES will cooperate to develop mutually agreeable procedures and schedule for the PROJECT for each project phase with respect to design review, coordination of construction, and rearrangement and relocation of CITY facilities for the timely completion of the PROJECT. The procedures and schedule will specifically define the design requirements to be included in each of the project milestone submittals (65%, 95% and 100%) and the procedures and schedules will assist the PARTIES in estimating the level of service to be provided for the PROJECT by CITY for review and approval of PROJECT. All such written procedures and schedules shall be considered part of this AGREEMENT.

Following development of the procedures and schedule for each project phase, CITY shall submit a preliminary cost estimate for activities anticipated during the upcoming project phase, including estimated cost reimbursement for work to be performed by CITY staff and/or consultants and purchase of any requested items.

Final Design Phase

1.1. DISTRICT's Final Design Phase Commitments

3.1.1 COA Conformance. The Conformance Standards for Oakland Conditions of Approval Numbers I through IX (COA Standards) shall be considered part of this AGREEMENT, attached hereto as Exhibit B. The District agrees to adhere to the COA Standards during development of the plans, specifications, and estimates for construction of the BRT Project. The District agrees to submit the following documents in accordance with the COA Standards:

3.1.1.1 Preliminary Engineering (PE) Report: Upon completion of the Preliminary Engineering Phase, DISTRICT and CITY will establish the final scope, design requirements, and baseline cost estimate for the BRT Project based on the requirements of the FEIS/ROD and the COA Standards. The DISTRICT will publish the final scope, design requirements, and baseline cost
estimate in the Final Preliminary Engineering (PE) Report and the Report shall be considered part of this AGREEMENT. The Final PE Report is subject to review and approval by the CITY Public Works Agency Director or designee.

3.1.1.2 **Business Impact Mitigation Plan:** Before concluding the 65% Design Phase, the DISTRICT shall submit for Oakland City Council review and approval a draft Business Impact Mitigation Plan (BIM-P). The approved BIM-P shall be considered part of this AGREEMENT. The BIM-P shall minimally delineate the set of business impact mitigation activities the DISTRICT will perform to deliver the BRT Project in accordance with the FEIS/ROD, the COA Standards and construction management best practices. The BIM-P shall discuss outreach and analysis completed since City adoption of the DOSL to identify BRT parking and business impacts not previously identified in the FEIS/ROD.

3.1.1.2.1 **Funding for BIM-P:** In conjunction with 3.1.3., the DISTRICT shall allocate sufficient funds to cover the cost of the mitigation measures contained in the approved BIM-P.

3.1.1.2.2 **Business Impact Mitigation Fund:** In accordance with COA I.B, the CITY and the DISTRICT will create an impact mitigation fund and establish disbursement procedures, which may be used for such needed mitigations as identified during Final Design and Construction phases of the project. Authorization of the Mitigation Fund shall be by the CITY Administrator (or designee) and the DISTRICT General Manager (or designee).

3.1.1.3 **Parking Impact Mitigation Plan:** In conjunction with 3.1.3 and in accordance with the COA Standards, the DISTRICT shall submit for Oakland City Council review and approval, a draft Parking Impact Mitigation Plan (PIM-P) that fully offsets all on-street parking lost to BRT Project construction. The Plan shall be submitted before conclusion of the 65% Design Phase. The approved PIM-P shall be considered part of this AGREEMENT. The Plan will detail all parking impact mitigation studies and mitigation activities completed or planned under the BRT Project, including acquisition construction, and maintenance of parking lots.

3.1.1.3.1 **Off-Street Parking Lots.** The DISTRICT shall be wholly responsibility for real estate acquisition, construction, and operation of the parking lots in full conformance with the FEIS/ROD, the COA Standards, City Planning and Zoning, and other
City requirements, except that the CITY shall collect revenue from any meters or parking lot control systems installed to off-set paid parking loss. Parking lots parcels shall be acquired prior to construction award for the respective BRT roadway construction contracts. Parking lots shall be constructed and made operational prior to construction in each subject geographic area.

3.1.1.3.2 **Coordination with BIM-P.** As part of the PIM-P, AC Transit will continue to identify and resolve business owner issues related to the impact of the BRT on parking and business operations. Where possible, AC Transit will physically configure parking spaces in ways that are mutually agreeable to business owners, AC Transit, and the City of Oakland. Where that is not possible, AC Transit will work with business owners to identify appropriate ways to compensate business owners for the financial impacts on their businesses caused by the loss of parking, up to and including possible relocation to comparable sites, within the financial constraints of the BRT Project.

3.1.2 **Construction Career Policy:** In accordance with COA Number I.C., the DISTRICT shall develop a Construction Careers Policy, consistent with federal funding guidelines, targeting employment and training opportunities to residents of low-income areas and disadvantaged workers, and integrate into a Project Labor Agreement (PLA). The AC Transit Board approved Policy shall be considered part of this AGREEMENT. The DISTRICT shall regularly update the Oakland CITY Council on its CCP and PLA activities.

3.1.3 **Design Review by CITY:** DISTRICT shall submit all portions of the design to the CITY for review and comment to ensure compliance with CITY standards and the COA. Formal design review submissions will occur at the 65%, 95% and 100% design stage. In addition to these formal submissions, DISTRICT will endeavor to keep CITY continuously informed of relevant issues/developments throughout the implementation phase.

3.1.4 **DISTRICT's Response process to CITY's Design Review Comments:** Following receipt of comments from CITY relative to the formal design review submissions, DISTRICT's BRT Director shall organize comment resolution meetings to address CITY comments and reach resolutions to such comments, satisfactory to the PARTIES. DISTRICT will then incorporate the approved comments into the appropriate documents.
3.1.5 **Coordination Meetings:** DISTRICT’s BRT Director shall initiate and continue on-going meetings and communications between the CITY and the DISTRICT. The intent of these meetings is to ensure that current, up-to-date information relative to the overall PROJECT development is consistently shared among all PARTIES to this AGREEMENT. The DISTRICT shall issue meeting notes for all meetings and track and respond to all Request for Information made by the CITY during these meetings or under separate cover.

3.1.6 **Community Outreach:** The District shall be responsible to coordinate community and business outreach activities under all phases the BRT Project, as required by the FEIS, the COA, and/or standard business and construction practices. Outreach to the community and businesses includes but is not limited to meetings with boards and commissions, stakeholder groups, the general public and CITY officials. In addition, in partnership with the CITY, the DISTRICT shall be responsible for conducting outreach to businesses regarding the impact of the BRT construction and implementation on parking and business pursuant to the approved BIM-P and PIM-P.

3.1.7 **BRT Station Canopy Design:** The CITY recognizes that the AC Transit Board has approved a canopy-style for the BRT station structures ("Hipped Roof"). The DISTRICT welcomes CITY comment on all other aesthetic design choices for the BRT Project, including but not limited to station design, as part of the 65%, 95% and 100% design review.

3.1.8 **PROJECT Master Schedule:** DISTRICT will establish a mutually agreeable master schedule to provide the CITY reasonable advance notice for scheduling CITY staff input and comment on plans and specifications as well as community outreach activities.

3.1.9 **Additional Information Required By CITY:** DISTRICT will provide reports, plans, and technical assistance required by the CITY to review and evaluate the PROJECT, including work by DISTRICT staff and consultants. DISTRICT staff and consultants will provide technical information and analyses for use at meetings with the public and decision-making bodies, and for use by CITY’s BRT Project team.

3.1.10 **Right-of-Way Review:** DISTRICT’s plans and specifications for construction of the BRT Facilities located within, on, under or over CITY right-of-way shall be submitted for CITY’s review and comment and the CITY’s standards shall not be superseded by any DISTRICT contract document or this AGREEMENT, except as expressly set forth herein.
3.2 CITY’s Final Design Phase Commitments

3.2.2 CITY Support Services: CITY will assist DISTRICT by providing reasonable engineering, technical, analytical and administrative support services with respect to: business development and community outreach; planning and zoning; urban planning and design; fire/life safety; police security; public art; disability access compliance; transportation, civil and structural engineering; storm drain and sanitary sewer engineering; street lighting; infrastructure operations and maintenance; permits and inspections; and in other areas when mutually agreed.

3.2.3 CITY BRT Program Manager: CITY will provide a BRT Program Manager to coordinate CITY staff participation in, and support of, DISTRICT community outreach activities, such as meetings with those businesses or residents impacted by the PROJECT. The CITY BRT Program Manager shall work with the DISTRICT BRT Project Director to prepare and present all BRT Project agreements and associated Oakland City Council agenda reports and presentations.

3.2.4 CITY BRT Project Manager: CITY shall provide the appropriate staff for CITY’s review of the design of the PROJECT during the entire Final Design Phase. In order to facilitate coordination between DISTRICT and CITY, the CITY shall designate a BRT Project Manager who shall be responsible for: coordinating and overseeing the CITY’s design review, including but not limited to plans, specifications and estimates; ensuring that time frames are met; resolving conflicting comments, if any, from within the CITY; and addressing any other issues that may arise in connection with the PROJECT.

3.2.5 Priority Public Works Project: CITY agrees to designate the PROJECT as a priority public works project and to provide DISTRICT with, when possible, timely review in connection with design, design reviews and permitting for the PROJECT.

3.2.6 CITY Review and Approval: The mutually agreed upon procedures and schedules for each design phase shall specify the interval for CITY review of routine documents and major submittals. With respect to routine documents and reports the CITY shall have 10 working days (days when the CITY is open for business) to review, or shall request additional time to be mutually agreed upon. With respect to the review of plans and specifications at 65%, 95% and 100% design milestones the DISTRICT and the CITY shall negotiate a mutually satisfactory period for the CITY to either advise the DISTRICT’s BRT Director in writing that it has no comments, or transmit its comments to the DISTRICT’s BRT Director in writing.
3.2.7 **Permits:** DISTRICT shall comply with all CITY planning and building ordinances for design of the PROJECT. DISTRICT shall obtain all required CITY permits and approvals for the Project. Inasmuch as the DISTRICT intends to directly reimburse CITY for its reasonable staff costs in carrying out its responsibilities under this AGREEMENT, the CITY agrees to otherwise waive its permit fees ("the waiver") to cover the FINAL DESIGN Phase of the PROJECT. CITY acknowledges and agrees, apart from the Cost Reimbursement procedures delineated herein, it shall not exercise or otherwise attempt to assert that DISTRICT is required to pay permit fees for the BRT FACILITIES located within, on, under or over CITY’s rights-of-way for the period the Waiver is in place. (See Section 4.3-4 for further discussion of Permit Fees.)

**Construction Phase**

3.3 **DISTRICT’s Construction Phase Commitments**

3.3.1 **COA Standards:** The DISTRICT agrees to adhere to the COA Standards and the Oakland City Council-approved BIM-P, PIM-P, CCP, and the LPA during construction of the BRT Project.

3.3.2 **Surety Bonds:** The DISTRICT shall require its construction contractors to name the CITY as additional insured on all performance bonds for construction of the BRT Project.

3.3.3 **Relocation of CITY Facilities:** Rearrangement or relocation of a CITY facility may be necessary in order to accommodate the PROJECT for either or both of the following reasons: (a) a physical conflict between the PROJECT (including its construction, and maintenance) and a CITY facility, or (b) an incompatibility between the BRT Facilities, as designed, and a CITY facility based on the requirements of CITY standards. If relocation of CITY owned utilities is required for the construction or operation of the PROJECT, DISTRICT agrees to design and construct any such relocations at no cost to the CITY. The design of all relocations of CITY owned utilities must be approved by the CITY. DISTRICT will avoid relocation of CITY facilities whenever it is possible to do so without causing increased costs for, or delay in, the PROJECT. When reasonably possible, CITY facilities will be left in place and protected. If relocation of CITY facilities is required all costs will be borne by the PROJECT.

3.3.4 **Relocation of Non-CITY Utilities:** Relocation of utilities owned by other government agencies or private utility companies may be required for the construction or operation of the PROJECT. The DISTRICT understands that it must enter separate agreements with such entities for relocation of non-CITY utilities and that the costs of such relocations are the sole responsibility of the BRT Project.
3.3.5 **Permits:** DISTRICT shall comply with all CITY planning and building ordinances for construction of the PROJECT. DISTRICT shall obtain all required CITY permits and approvals for the Project. Inasmuch as the DISTRICT intends to directly reimburse CITY for its staff costs in carrying out its responsibilities under this AGREEMENT, the CITY agrees to otherwise waive its permit fees ("the waiver") to cover CONSTRUCTION Phase of the PROJECT. CITY acknowledges and agrees that, apart from the Cost Reimbursement procedures delineated herein, it shall not exercise or otherwise attempt to assert that DISTRICT is required to pay permit fees for the BRT FACILITIES located within, on, under or over CITY’s rights-of-way for the period the Waiver is in place. (See Section 4.3-4 for further discussion of Permit Fees.)

3.4 **CITY’s Construction Phase Commitments**

3.4.1 **CITY Utility Upgrades:** Any increased capacity or upgrades to any CITY owned utility requested by CITY to be undertaken simultaneously with the relocation of CITY owned utilities shall be at the sole cost of CITY with respect to the incremental costs related to such increased capacity. Such upgrades shall be identified prior to the approval of final plans and specifications for PROJECT.

3.4.2 **Permits:** CITY shall allow the use of the PROJECT corridor consistent with CITY approved PROJECT plans and specifications. CITY shall issue all necessary permits and approvals for construction of the PROJECT per the CITY approved plans and specifications. (See Section 4.3-4 for further discussion of Permit Fees.)

3.5 **Operational Phase Commitments**

The PARTIES will execute a separate detailed OPERATIONS & MAINTENANCE AGREEMENT that fully delineates their respective commitments during the Operational Phase of the BRT Project, including but not limited to DISTRICT compliance with Oakland Condition of Approval Number X. The OPERATIONS & MAINTENANCE AGREEMENT is subject to Oakland CITY Council approval.

4. **COST REIMBURSEMENT**

4.1 The DISTRICT shall reimburse the CITY for staff costs supported by approved CITY Oracle Labor Report and any indirect costs supported by a CITY-adopted cost allocation plan. All costs and invoices shall be consistent with federal audit grant reimbursement documentation. CITY shall provide a fully-loaded hourly labor rate that includes salary, fringe and indirect costs.
Consultant assistance may be required to assist the CITY and DISTRICT in undertaking the Scope of Services herein. Consultants will be mutually selected by the CITY and the DISTRICT. The DISTRICT shall directly pay for consultant services. Consultant costs totaling approximately $600,000.00 and are not included in the lump sum amount defined in Section 4.2.

4.2 The CITY estimates that its total staff costs of Public Works Agency, Planning and Zoning, Building Services, and all other CITY departments involved with BRT PROJECT for Final Design and Construction phases will not exceed $1,450,000.00 (See Exhibit A: Summary of City Design and Inspection Services). This does not include includes CITY Public Works staff charges for the Preliminary Engineering Phase, which were charged against DISTRICT Purchase Order No. ENT01-0000018942.

4.3 For the FINAL DESIGN Phase, the CITY will prepare and submit invoices to the DISTRICT for payment on a monthly basis for staff cost incurred while completing inspections, reviews and approvals for the BRT Project. Each invoice shall include copies of approved time sheets ("wet" signature not required) for each staff person for whom the CITY is seeking reimbursement. The CITY shall therefore waive separate Permit Fees (inclusive of application fees and labor for inspections) for applications made during the Final Design Phase, commencing with the effective date of this agreement and concluding when the final design plans are approved for construction by the CITY Public Works Director. The Final Design Phase cost reimbursement by the DISTRICT under this AGREEMENT will not exceed $500,000.00.

4.4 During the CONSTRUCTION Phase, the CITY will prepare and submit monthly invoices to the DISTRICT for incremental payment against a lump sum amount to cover all CITY inspections, reviews and approvals associated with constructing the proposed project. The CITY shall therefore waive separate Permit Fees (inclusive of application fees and labor for inspections) for all applications submitted during the Construction Phase. The baseline cost reimbursement by the DISTRICT for the Construction Phase shall not exceed $950,000.00.

4.5 Payments under this AGREEMENT shall meet all applicable Federal and State funding guidelines and shall be subject to audit pursuant to the provisions therein. Federal Transit Administration (FTA) funds will be used for funding of this AGREEMENT. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F, as amended and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of the FTA requirements.
4.6 Payments are due and payable within thirty (30) days of invoice. The DISTRICT and the CITY must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted quarterly by the CITY to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. The Agreement Number and Purchase Order Number must be referenced on all invoices.

5. GENERAL PROVISIONS

5.1 Dispute Resolution

Any dispute regarding any of the provisions of this AGREEMENT that cannot be resolved by the DISTRICT’s Senior Project Manager and the CITY’s Project Manager shall be resolved by a meeting between the DISTRICT’s BRT Director, and the CITY’s Director of Public Works. If the issue remains unresolved after all of the above efforts, then the DISTRICT’s General Manager and the CITY’s City Administrator shall meet to resolve the dispute. The PARTIES shall act in good faith to resolve any disputes through the above efforts. If, however, the issue remains unresolved after the above efforts, then 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.

As provided for in the CITY’s COA, if for any reason the PROJECT is abandoned during the construction period, or fails to remain in operation by DISTRICT or another transit agency, the constructed improvements will be removed by DISTRICT at the request of CITY at DISTRICT’S sole expense. At DISTRICT’S sole expense, all of CITY’s property and right-of-way including, without limitation, traffic lanes, signals and other roadway infrastructure will be reconstructed and restored to an acceptable condition and configuration as directed by CITY. If DISTRICT fails to carry out its obligations as set forth herein within a reasonable time (as determined by CITY in its sole discretion) after DISTRICT’S cessation of construction or abandonment of the PROJECT, CITY shall have the right to restore its property and right-of-way to its original condition and shall be entitled to full compensation for this work in addition to any rights and remedies available to CITY under this Agreement and by law.

5.2 Reciprocal Hold Harmless & Indemnification

The CITY shall indemnify, keep and save harmless the DISTRICT, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with CITY’s performance of work hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which was caused by the sole negligence, intentional conduct or willful misconduct of the DISTRICT.

The DISTRICT shall indemnify, keep and save harmless the CITY, its CITY Council, officers, officials, employees, agents and volunteers from and against any and all
liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with DISTRICT's performance of work hereunder or its failure to comply with any of its obligations contained in the AGREEMENT, except such loss or damage which was caused by the sole negligence, intentional conduct or willful misconduct of the CITY.

5.3 Applicable Law

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 between the PARTIES to the AGREEMENT shall be the Superior Court of Alameda County.

Nothing in this AGREEMENT shall be deemed to abridge any applicable federal or State law regarding permits, orders, licenses and like authorizations that may be required or available in connection with the design and construction of the PROJECT.

5.4 Severability

If any provision of this Contract is declared void or unenforceable, such provision shall be deemed severed from this AGREEMENT, which shall otherwise remain in full force and effect.

5.5 Notices

Unless otherwise indicated, all written notice may be by US Mail, email or by fax, and addressed as follows:

CITY: Christine Calabrese
BRT Project Manager
CITY of Oakland
Department of Public Works
250 Frank Ogawa Plaza, 4th Floor
Oakland, CA 94612
Phone: 510-238-4754
Fax: 510-238-3304
ccalabrese@oaklandnet.com

DISTRICT: David Wilkins
BRT Director
Alameda-Contra Costa County Transit DISTRICT
1600 Franklin Street
Oakland, CA 94612
Phone: 510-891-5427
Fax: 510-891-7205
dwilkins@actransit.org

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5.6 Attorney’s Fees

In the event that it becomes necessary for either PARTY to bring a lawsuit to enforce any of the provisions of the AGREEMENT, the PARTIES agree that the Alameda County Superior Court shall have the authority to determine and fix reasonable attorney’s fees to be paid to the prevailing PARTY.

5.7 Assignment

This AGREEMENT is personal to each of the PARTIES and neither PARTY may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

5.8 Waiver

The failure of any PARTY at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any PARTY of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

5.9 Force Majeure

No PARTY shall be held liable for any loss or damage due to delay or failure in performance of any part of this AGREEMENT from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the PARTY seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a PARTY’s control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of construction. If any of the foregoing events occur, CITY agrees, if requested by DISTRICT, and if deemed possible and feasible by the CITY, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as DISTRICT agrees to reimburse CITY for the incremental actual Costs (as defined in Section 4) of such efforts.

5.10 Maintenance of Records

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 all rearrangements for the PROJECT, or until such later date as is required under other provisions of this AGREEMENT or applicable law; provided, however, that if any actions brought under the dispute resolution provisions of this AGREEMENT have not been finally resolved by the foregoing deadline, then any records which pertain to any such actions shall be maintained until such actions have been finally resolved.

CITY shall permit the authorized representatives of the DISTRICT to inspect and audit all data and records relating to performance under this Agreement during normal business hours and upon providing reasonable advance written notice.

Upon request of the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or their authorized representatives, the DISTRICT and CITY shall make available all project work, materials, payrolls, and other, records, and accounts of the DISTRICT and CITY pertaining to the PROJECT.

5.11 Duration of AGREEMENT

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.

5.12 Binding Effect

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.

5.13 Conflict of Interest

By signing this AGREEMENT, the CITY covenants that it 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. The CITY further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed by the CITY, and that the CITY receives no commissions or other payments from parties other than the DISTRICT as a result of work performed hereunder.

5.14 Entire Agreement

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 AGREEMENT 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.

6.0 SIGNATURES

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first above written. This agreement may be executed in counterparts. 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. Arman, General Manager  Deanna J. Santana, CITY Administrator

Approved as to Form and Content: ________________________________

David A. Wolf  Barbara J. Parker

General Counsel  CITY Attorney

8/29/2013  ______________

Date  Date

Exhibits:
Exhibit A: Summary of City Design and Inspection Services (City Staff Cost Estimate)
Exhibit B: Conformance Standards for Oakland Conditions of Approval Numbers I - IX

Attachments:
Attachment A: City Council Resolution No. 84570 CMS
Attachment B: AC Transit Board Action on July 31, 2013
This AGREEMENT 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.

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DISTRICT:  
David J. Armijo, General Manager
Approved as to Form and Content:  
David Wolf  
General Counsel  

CITY:  
Deanna J. Santana, CITY Administrator
Approved as to Form:  
Barbara J. Parker  
CITY Attorney

AUG 30 2013

Exhibits:
Exhibit A: Summary of City Design and Inspection Services (City Staff Cost Estimate)  
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## Exhibit A - Master Cooperative Agreement

**Downtown Oakland to San Leandro Bus Rapid Transit Project**  
Summary of City Design (Final Design Phase) and Inspection Services During Construction (Construction Phase)

<table>
<thead>
<tr>
<th>Weeks</th>
<th>Final Design for PS&amp;E</th>
<th>Inspection Services During Construction</th>
<th>Design Services During Construction</th>
<th>Total Review and Inspection Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>Fee</td>
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<tr>
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<td>0</td>
<td>$0.00</td>
<td>460</td>
</tr>
</tbody>
</table>

**Totals**  
3,176 | $500,000 | 5,480 | $875,000 | 469 | $75,000 | 9,125 | $1,450,000

**Notes:**

1. Hours and fees identified herein represent the estimated City staff time for inspections, reviews and approvals associated with bidding and constructing the proposed BRT project.

2. This summary assumes bid packages for Advanced Utilities, Derby/E. 10th Bypass, Three (3) off-street parking lots, Segment A (Durant Avenue to 42nd Avenue) and Segment B (42nd Avenue to Downtown Oakland).

3. Hours and fees identified herein exclude unanticipated overtime, special inspections, emergency maintenance services, excessive change order reviews/approvals or any excessive City field personnel time that is not anticipated prior to the commencement of the...
<table>
<thead>
<tr>
<th>Oakland Condition of Approval (Resolution C.M.S. 84016)</th>
<th>Conformance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Business Impacts</strong></td>
<td>AC Transit shall submit a draft Business Impact Mitigation Plan and a corresponding draft Parking Impact Mitigation Plan for Oakland City Council review on or before completion of the 65% Design Phase of the BRT Project. AC Transit and City staff shall consult with impacted business owners, associations, and representation groups such as Allen Temple Baptist Church, the East Bay Asian Youth Center, Unity Council, Eastside Arts Alliance, and East Bay Asian Local Development Corporation in the revision of the Business Impact Mitigation and Parking Impact Mitigation Plans. The approved plans shall be attached to the Master Cooperative Agreement between the City and AC Transit for Final Design and Construction of the BRT Project.</td>
</tr>
<tr>
<td>The City has supported economic development along the DOSL BRT Project line through many methods, one of which is the establishment of parking spaces to support automobile access to business. The DOSL BRT Project will need to remove some parking spaces where fixed stations will be built and the roadway width is too narrow to accommodate both parking and travel lanes. At this stage of the conceptual design process, it is not possible to tell with certainty how some existing businesses’ parking needs will be impacted by this Project.</td>
<td></td>
</tr>
<tr>
<td>When Required: Prior to finalizing the 35% stage of preliminary design</td>
<td></td>
</tr>
<tr>
<td><strong>IA. Parking and Business Operation Impacts</strong></td>
<td>The Business Impact Mitigation Plan (BIM-P) is separate and distinct from the Parking Impact Mitigation Plan (PIM-P) for the BRT Project. The PIM-P covers the replacement or relocation of on corridor parking permanently lost to the BRT Project construction pursuant to COA I.A &amp; I.I. The BIM-P covers all other BRT Project efforts to identify and resolve the short term and all other long-term impacts of BRT construction on business operations pursuant to COA I.A &amp; I.B</td>
</tr>
<tr>
<td>Requirement: AC Transit will continue to identify and resolve business owner issues related to the impact of the BRT on parking and business operations. Where possible, AC Transit will physically configure parking spaces in ways that are mutually agreeable to business owners, AC Transit and the City of Oakland. Where that is not possible, AC Transit will work with business owners to identify appropriate ways to compensate business owners for the financial impacts on their businesses caused by the loss of parking, up to and including possible relocation to comparable sites, within the financial constraints of the project.</td>
<td></td>
</tr>
<tr>
<td>During the course of construction and implementation of the project there may be other impacts to businesses which require mitigation. Mitigations may be short-term (during construction) or may be permanent. Such mitigations may include</td>
<td></td>
</tr>
<tr>
<td>• Substitute parking</td>
<td></td>
</tr>
<tr>
<td>• Entranceway realignment or other changes to layout or façade to improve interaction between the site and the BRT system</td>
<td></td>
</tr>
<tr>
<td>• Compensation for lost business and/or lost functionality</td>
<td></td>
</tr>
<tr>
<td>• Relocation</td>
<td><strong>The Business Impact Mitigation Plan (BIM-P) shall include, but not necessarily be limited to,</strong> the following baseline Business Support Mitigations (BSM) activities. All baseline BSM activities shall be fully funded and implemented by AC Transit.</td>
</tr>
<tr>
<td>1. <strong>Business Support Mitigations Listed in Draft BIM-P (June 11, 2013)</strong></td>
<td>AC Transit shall complete all activities listed in the Draft BIM-P under Business Support Mitigations, Public Information and Motorist Information, which includes but is not limited to staffing for a centrally-located BRT Project Office and an Ombudsperson Program (See Tables 3 &amp; 5, Draft Business Mitigation Plan, Dated 6-11-2013 and published in the July 9, 2013 Oakland Public Works Committee agenda).</td>
</tr>
<tr>
<td>AC Transit shall complete all activities listed in the Draft BIM-P under Business Support Mitigations, Public Information and Motorist Information, which includes but is not limited to staffing for a centrally-located BRT Project Office and an Ombudsperson Program (See Tables 3 &amp; 5, Draft Business Mitigation Plan, Dated 6-11-2013 and published in the July 9, 2013 Oakland Public Works Committee agenda).</td>
<td></td>
</tr>
<tr>
<td>2. <strong>BRT Project Offices on International Blvd</strong></td>
<td>The District shall open one central office on International Blvd that provides information about the BRT Project and mitigations, including project schedule and mitigation details such as environmental health mitigations during construction, access to business assistance resources and construction and other job opportunities. The District shall</td>
</tr>
<tr>
<td>Oakland Condition of Approval (Resolution C.M.S. 84016)</td>
<td>Conformance Standards</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>• Transportation Demand Management</td>
<td>consider offering similar information in two other locations along International Blvd, possibly through satellite offices. The District shall work with community based organizations along International Blvd to help disseminate Information about the Project offices.</td>
</tr>
</tbody>
</table>

The **Parking Impact Mitigation Plan (PIM-P)** shall clearly address the following:

1. During the Preliminary Engineering (35% Design) Phase, the District shall develop the preliminary baseline geometry for the BRT Project, inclusive of baseline parking impacts along the corridor, and develop baseline mitigation plans to fully offset all on-street parking loss within the geographic boundaries of the City of Oakland. The term “fully offset all on-street parking loss” means that all on-street parking stalls lost to BRT Project construction are to be replaced as detailed under item 4 below.

2. During the Final Design Phase (65%, 95% and 100% milestones), the District shall further define and refine the baseline geometry and the corresponding mitigation plans needed to fully offset all on-street parking loss within the geographic boundaries of the City of Oakland.

3. During the Final Design Phase (65%, 95% and 100% milestones), the District shall develop plans and or specifications that identify parking impacts during construction. Said plans and/or specifications shall define the location of all parking stalls impacted by the project construction activities and identify the corresponding mitigation necessary to fully offset all on-street parking loss within the geographic boundaries of the City of Oakland.

4. The term “fully offset all on-street parking loss” means that all on-street parking stalls lost to BRT Project construction are to be replaced as follows:
   a) When an existing on-street parking stall is removed due to the proposed BRT project, a “replacement” parking stall shall be created. The replacement parking stall shall, to the maximum extent possible, be located within 200 feet of the lost parking stall but in no case shall the replacement parking stall be located more than 500 feet from the lost parking stall.

   b) All on-street parking stalls shall be “replaced” in kind:
      1. Metered (paid) Parking shall be replaced on a one to one basis. All such Metered Parking space relocations are subject to City review and approval. The City may require the installation of new equipment.
      2. Loading Zones shall be replaced on a one to one basis. Loading Zones will generally be relocated to the closest available parking space(s) but, in all cases, impacted business owners shall be consulted and Loading Zones shall be located and physically configured in ways that are mutually agreeable to the District, City and impacted business owners. All impacts on existing on-street parking space caused by the relocation or creation of loading zones shall be fully mitigated.
      3. Disabled Parking Zones (DPZ) shall be replaced on a one to one basis; all such relocations are subject to City review and approval. Further, the District shall

EXHIBIT B: COA Conformance Standards_01Aug2013
<table>
<thead>
<tr>
<th>Oakland Condition of Approval (Resolution C.M.S. 84016)</th>
<th>Conformance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Parking, Construction and Other Impacts: Mitigation Fund</strong></td>
<td>install additional DPZ as required by the City's On-Street Disabled Parking Zone Policy (2009) and/or by Americans with Disabilities Act regulations. All DPZ locations and configurations are subject to City review and approval. c) Replacement parking stalls may be created by displacing existing on-street parking stalls that are currently underutilized (less than 85% utilized). AC Transit shall conduct additional parking utilization studies as necessary to update / supplement the Final Environmental Impact Study (FEIS) (2011). Displacement of any underutilized parking stall requires specific approval by the City's Public Works Director, or designee. Creation of replacement parking stalls by displacing underutilized on-street parking stalls requires a parking inventory analysis on a block by block basis; and consultation with impacted businesses/residents. Furthermore, creation of parking stalls by displacing underutilized on-street parking stalls shall conform to all City requirements when creating new and when modifying existing on-street parking rules (converting uncontrolled parking to controlled parking), including, but not limited to, the following Public Works Agency standards: <a href="http://www2.oaklandnet.com/Government/o/PWA/o/FC/s/DGP/OAK025802">http://www2.oaklandnet.com/Government/o/PWA/o/FC/s/DGP/OAK025802</a> EXCEPTION 1. Replacement parking stalls can be created by constructing off-street parking lots as specified in COA Number II below or as otherwise approved by the Oakland City Council. 2. For the Elmhurst area only, all on-street parking lost due to the BRT project shall be replaced on a one for one basis.</td>
</tr>
<tr>
<td><strong>IC. Local Hire</strong></td>
<td>Business Impact Mitigation Fund: The City and AC Transit will jointly develop a business impact mitigation plan that includes a business impact mitigation fund and a disbursement procedure for those funds. City and AC Transit staff shall return to Council with updates on or before completion of the 65% and 95% Design Phases of the BRT Project. The Fund may be used for such needed mitigations as identified during Final Design and Construction phases of the project. Authorization of the Mitigation Fund shall be by the City Administrator (or designee) and the AC Transit General Manager (or designee).</td>
</tr>
<tr>
<td>AC Transit will encourage prime and subcontractors to voluntarily hire local residents and shall provide regular progress reports to the Oakland City Council.</td>
<td>AC Transit shall develop a Construction Careers Policy (CCP), consistent with federal funding guidelines, targeting employment and training opportunities to residents of low-income areas and disadvantaged workers, and shall integrate said CCP into a Project Labor Agreement (PLA). The AC Transit Board approved CCP and PLA shall be attached to the Master Cooperative Agreement and AC Transit staff shall regularly update the Oakland City Council on its CCP and PLA activities.</td>
</tr>
</tbody>
</table>

EXHIBIT B: COA Conformance Standards_01Aug2013
### Oakland Condition of Approval (Resolution C.M.S. 84016)

#### II. Parking Mitigation

Three commercial areas were identified where the DOSL BRT Project displaces significant parking, demand exceeds 85 percent, existing off-street parking is limited, opportunities to park on nearby cross-streets is limited, and opportunities to provide parking by improving the use of nearby existing parking is limited. For these reasons, provision of parking lots that fully offset parking loss will be required, and the City will collect any revenue from meters or parking lot control systems in the following areas:

A. San Antonio District
   Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the vicinity of International Boulevard and 20th Avenue to mitigate the removal of on-street parking in the San Antonio District. This may occur by locating or creating new parking spaces, or acquiring a parking lot, whichever best meets the business owner’s needs. AC Transit shall also assure that pedestrian safety lighting, according to City standards, is provided at any parking lot and along the path of travel to E. 12th Street and to International Boulevard.

B. Fruitvale District
   Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the Fruitvale District to mitigate the removal of on-street parking along International Boulevard due to construction of the DOSL BRT project. AC Transit shall also assure that pedestrian safety lighting is provided at the subject parking lot and along the path of travel to International Boulevard according to City requirements.

C. Elmhurst District
   Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the vicinity of International Boulevard and 87th Avenue to mitigate the removal of on-street parking in the Elmhurst District due to construction of the BRT project. AC Transit shall also assure that pedestrian safety lighting is provided at the subject parking lot and along the path of travel to International Boulevard according to Oakland’s published lighting standards and City requirements.

#### III. Relocated and Additional BRT Project Station Locations

In response to concerns raised by the community, several stations shall be moved and two additional stations shall be added to the DOSL BRT

<table>
<thead>
<tr>
<th>Conformance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Where the BRT Project will construct <strong>Off-Street Parking Lots</strong> to offset on-street parking displacement, AC Transit is wholly responsible for real estate acquisition and construction, of the lots in full conformance with the Final Environmental Impact Study (FEIS), Federal Record of Decision (ROD), and local requirements, except that the City shall collect revenue from any meters or parking lot control systems installed to off-set metered (paid) parking loss.</td>
</tr>
<tr>
<td>2. Parking Lot parcels shall be acquired prior to construction award for the respective BRT roadway construction contracts. Parking Lots shall be constructed and made operational prior to construction in each subject geographic area.</td>
</tr>
<tr>
<td>3. AC Transit shall conform to all City requirements and obtain all necessary permits and approvals for construction or reconstruction of Parking Lots.</td>
</tr>
<tr>
<td>4. For the San Antonio and the Fruitvale area, as defined in the FEIS, AC transit shall provide new and/or replacement parking within these areas such that the new and/or replacement parking will fully offsets as defined under the conformance standards for Parking Impact Mitigation Plan in Section 4 all on-street parking lost due to the BRT project. Said new or replacement parking shall conform to one or more of the following:</td>
</tr>
<tr>
<td>a. AC Transit shall create new parking stalls by acquiring, designing, constructing, maintaining and operating Off-Street Parking Lots;</td>
</tr>
<tr>
<td>b. AC Transit shall create new parking stalls by reconfiguring existing parallel on-street parking stalls to diagonal parking stalls that are in the vicinity of the BRT corridor; and/or</td>
</tr>
<tr>
<td>c. AC Transit shall relocate existing controlled on-street parking to side streets (arterials). All such relocated spaces shall, to the maximum extent possible, be located within 200 feet of the lost parking stall but in no case shall the replacement parking stall be located more than 500 feet from the lost parking stall.</td>
</tr>
<tr>
<td>5. For the Elmhurst area, as defined in the FEIS, AC transit shall provide replacement parking by acquiring, designing, constructing, maintaining and operating an Off-Street Parking Lot(s). For the Elmhurst area only, all on-street parking lost due to the BRT project shall be replaced on a one for one basis.</td>
</tr>
</tbody>
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**EXHIBIT B: COA Conformance Standards_01Aug2013**
<table>
<thead>
<tr>
<th>Oakland Condition of Approval (Resolution C.M.S. 84016)</th>
<th>Conformance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project. In total, these small adjustments are intended to better serve senior centers, schools, and residential areas, and will result in shorter walking distances to reach the stations for these populations. If these station relocations have a negative effect on other constituents, AC Transit will hold additional meetings with those businesses or residents impacted by the DOSL BRT Project and work with the City to resolve these issues to the City's satisfaction.</td>
<td>requirements, such as Fire and Life Safety requirements. Throughout the development of final design and construction documents, AC transit shall manage, document and inform the City in a timely manner about all changes in geometry that have a potential impact on station locations, parking and/or emergency vehicle response times. 2. AC Transit shall hold community meetings and otherwise provide businesses and residents impacted by these station relocations the opportunity to comment and request further modifications. AC Transit shall develop final design resolutions that, to the maximum extent possible, are mutually agreeable to the District, City and stakeholders.</td>
</tr>
<tr>
<td>A. International at 63rd Avenue Requirement: AC Transit shall coordinate design and construction of a new BRT Project station in the vicinity of 63rd Avenue, in order to achieve better station spacing.</td>
<td></td>
</tr>
<tr>
<td>B. International at 67th Avenue Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 67th Avenue, replacing the planned BRT Project station at 65th Avenue, in order to better serve nearby schools.</td>
<td></td>
</tr>
<tr>
<td>C. International at 86th Avenue Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 86th Avenue, replacing the planned BRT Project station at 87th Avenue, in order to achieve better station spacing.</td>
<td></td>
</tr>
<tr>
<td>D. International at 90th Avenue Requirement: AC Transit shall coordinate design and construction of a new BRT Project station in the vicinity of 90th Avenue, in order to achieve better station spacing.</td>
<td></td>
</tr>
<tr>
<td>E. International at 103rd Avenue Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 103rd Avenue, replacing the planned BRT Project station at 104th Avenue, in order to better serve nearby senior facilities</td>
<td></td>
</tr>
<tr>
<td>IV. Pedestrian Safety: Pedestrian and patron safety needs to be specifically addressed as part of this project. A. Pedestrian lighting at Stations: Requirement: AC Transit shall provide pedestrian-scale safety lighting in the vicinity of all DOSL BRT Project stations, including the stations themselves and adjacent sidewalks. This lighting will be replaced by AC Transit as needed and will also be the responsibility of AC Transit for energy supply and maintenance.</td>
<td>1. Pedestrian Safety. AC Transit shall specifically address pedestrian and patron safety as part of this project by: a. installing safety lighting; b. installing camera equipment; and c. providing safety personnel 2. Pedestrian Lighting at BRT Stations. a. AC Transit shall install, own, operate and maintain pedestrian-scale safety lighting within</td>
</tr>
</tbody>
</table>

EXHIBIT B: COA Conformance Standards_01Aug2013
<table>
<thead>
<tr>
<th>Oakland Condition of Approval (Resolution C.M.S. 84016)</th>
<th>Conformance Standards</th>
</tr>
</thead>
</table>
| **B. Pedestrian lighting at All New and Upgraded Signalized Intersections:** Requirement: AC Transit shall provide safety lighting at all signalized intersections being upgraded or implemented by the DOSL BRT Project. This lighting will be replaced or repaired by AC Transit as needed. The lighting will be the responsibility of the City for energy supply and maintenance. | each BRT station, which includes the entire station canopy and platform area.  
b. AC Transit shall install, own, operate and maintain pedestrian-scale safety lighting in the vicinity of each BRT stations as follows:  
   1. The sidewalk area immediately adjacent to the BRT station (street curb to back of sidewalk or City right of way);  
   2. The sidewalk ramps that are ingress/egress to the station; and  
   3. At all sidewalks around each curb return within the intersection closest to the BRT station, the BRT will install pedestrian-scale lighting where necessary to augment safety lighting installed in accordance with Item 3 below.  
   This pedestrian-scale lighting shall provide the average light illumination per the City of Oakland Street Lighting Warrants for Transit Access (www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf). |
| **C. Pedestrian Lighting at All New and Upgraded Pedestrian Crossings:** Requirement: AC Transit shall provide safety lighting at all pedestrian crossings with pedestrian detection being upgraded or implemented by the DOSL BRT Project. This lighting will be replaced or repaired by AC Transit as needed. The lighting will be the responsibility of the City for energy supply and maintenance. | 3. **Pedestrian Lighting at Signalized Intersections.**  
a. AC Transit shall install new or upgraded safety lighting within the BRT project corridor at all signalized intersections that are within the City of Oakland geographic boundary. Said safety lighting shall conform to the City of Oakland Outdoor Lighting Standards (www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak026007.pdf) and the City of Oakland Street Lighting Warrants (www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf). |
| **D. Security Provisions at All Stations:** Requirement: AC Transit shall provide security, to include cameras and safety personnel as necessary to ensure the security of the patrons at the stations and in nearby areas. The security systems will be replaced or repaired by AC Transit as needed. The security system will be the responsibility of AC Transit for energy supply and maintenance. | 4. **Pedestrian Lighting at All New and Upgraded Pedestrian Crossings.** AC Transit shall install new or upgrade existing pedestrian lighting, within the City of Oakland geographic boundary, at all new or upgraded pedestrian crossings. The safety lighting illumination at each crosswalk shall provide the average light illumination per the City of Oakland Street Lighting Warrants for Transit Access (www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf). This safety lighting shall be placed in locations to maximize the illumination of pedestrians inside each crosswalk. |
| 5. **Cameras at Stations.** AC Transit shall install surveillance cameras at BRT stations areas as defined by the Operations and Maintenance (O&M) Agreement. The BRT Security Plan shall include the type of cameras; the process for law enforcement to review data stored on camera equipment; when, where and how will the data be stored and the process for ensuring the equipment is well maintained. The BRT Security Plan shall be attached the O&M Agreement. | 6. **Safety Personnel for the BRT System.** AC Transit shall provide safety personnel for the BRT system, with an emphasis on station area security. The BRT Security Plan shall fully describe the safety standards for the BRT system; the minimum qualifications for safety personnel; and the interrelationship of AC Transit, City, and County public safety personnel. The BRT Security Plan shall be attached the O&M Agreement. |

**EXHIBIT B: COA Conformance Standards 01Aug2013**
<table>
<thead>
<tr>
<th>Region</th>
<th>Requirements/Standards</th>
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<tbody>
<tr>
<td><strong>Oakland Condition of Approval (Resolution C.M.S. 84016)</strong></td>
<td><strong>Conformance Standards</strong></td>
</tr>
<tr>
<td><strong>V. Functional Needs Access</strong></td>
<td><strong>A. ADA Staff Review</strong>: AC Transit shall follow the City of Oakland's established Oakland Public Works review process, which is to prepare and submit intermediate plans and discuss preliminary ADA designs at regular intervals with the City's ADA Title II Coordinator. The preparation of said preliminary plans and the preliminary consultations with the ADA Coordinator are considered part of the normal in-house design process to identify and resolve all ADA requirements early in the design development process. Throughout the design development process, AC Transit shall clearly identify the required accessibility improvements; areas or locations where deviations from standards are requested; justifications for any and all deviations and or notify the ADA coordinator when design modifications change the previously decided ADA designs. See Item C below.</td>
</tr>
<tr>
<td><strong>A. Staff Review</strong>: Sign-off by the City Americans with Disabilities Act (ADA) Title II Coordinator is required for all improvements to the public right-of-way under city's control, at regular intervals as part of the established Oakland Public Works (PW) review process.</td>
<td><strong>B. Disability Community Review</strong>: AC Transit shall provide and present the proposed project designs to the joint AC Transit / City of Oakland Access Advisory Committee prior to each of the 35%, 65%, 100% and final project delivery milestones. The joint AC Transit / City of Oakland Access Advisory Committee will provide comments on all aspects of the design and delivery of BRT Project including: infrastructure (street improvements), stations, vehicles, fare collection, Intelligent Transportation Systems, and service and operating plans. AC Transit shall work with the joint committee in the following ways:</td>
</tr>
<tr>
<td><strong>B. Community Review</strong>: A joint AC Transit / City of Oakland Access Advisory Committee will review and provide comment on all aspects of the project design and delivery.</td>
<td>1. Provide at least one representative from AC Transit's BRT Project Management team, AC Transit's Accessible Services team, and AC Transit's BRT design/engineering team to attend all joint committee meetings through to the completion of this project.</td>
</tr>
<tr>
<td>1. The existing AC Transit Access Advisory Committee and City of Oakland Mayor's Commission on Persons with Disabilities/Commission on Aging Access Compliance Advisory Committee shall jointly review the BRT in Oakland prior to the finalization of the 35% preliminary design, prior to the 65% design, prior to the 100% design, and prior to finalization of service and operating plans.</td>
<td>2. Document the concerns raised at the joint committee meetings and respond to each unresolved concern, as identified by the joint committee, in writing within two weeks of the meeting.</td>
</tr>
<tr>
<td>2. This joint body shall function as the official ADA / Rehabilitation Act of 1973 [Section 504] review committee for the BRT Project in Oakland. This joint body shall ensure that the BRT Project is meeting the local priorities of persons with disabilities in Oakland and shall be afforded the opportunity to provide comment on all aspects of the design and delivery of BRT Project, such as:</td>
<td>3. Where committee-identified concerns cannot be accommodated, AC Transit will specifically, in writing, explain why they cannot accommodate those changes.</td>
</tr>
<tr>
<td>a. Infrastructure (street improvements)</td>
<td>4. AC Transit further commits to provide any such communications at least one week prior to any City Council or City Council Committee review of AC Transit's progress on BRT Project Final Design and Construction.</td>
</tr>
<tr>
<td>b. Stations</td>
<td><strong>C. ADA Compliance Standards</strong>: The BRT Project in Oakland shall comply with federal ADA Guidelines and Standards, as well as all applicable State and local accessibility requirements including, but not limited to: the 2010 ADA Standards; current Caltrans Standard Details for ADA features in the public right-of-way; and the City’s ADA Curb Ramp Transition Plan (2009).</td>
</tr>
<tr>
<td>c. Vehicles</td>
<td><strong>D. International Best Practices</strong>: AC Transit shall provide updates to the joint committee on how they are meeting or exceeding International Best Practices and Universal Design Principles as part of the 35%, 65%, and 95% Design review processes.</td>
</tr>
<tr>
<td>d. Fare Collection</td>
<td><strong>D. International Best Practices</strong>: AC Transit shall apply international best practices and universal design principles in the design and delivery of bus rapid transit in Oakland. This applies to infrastructure, vehicle, and service delivery system design, construction, and operation.</td>
</tr>
<tr>
<td>e. Intelligent Transportation Systems</td>
<td><strong>D. International Best Practices</strong>: AC Transit shall apply international best practices and universal design principles in the design and delivery of bus rapid transit in Oakland. This applies to infrastructure, vehicle, and service delivery system design, construction, and operation.</td>
</tr>
<tr>
<td>f. Service and Operating Plans</td>
<td><strong>C. ADA Compliance Standards</strong>: Requirement: The BRT Project in Oakland shall comply with federal ADA Guidelines and Standards, as well as all applicable State and Local accessibility requirements, such as: U.S. DOJ 2010 ADA Standards [link]; <a href="http://www.ada.gov/2010ADASTANDARDS_INDEX.HTM">http://www.ada.gov/2010ADASTANDARDS_INDEX.HTM</a> U.S. Access Board ADA Guidelines for Transportation Vehicles [link]; <a href="http://www.access-board.gov/transit/">http://www.access-board.gov/transit/</a></td>
</tr>
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</table>
### Oakland Condition of Approval (Resolution C.M.S. 84016)

<table>
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<tr>
<th>VI. Paving: The BRT Project will remove parking lanes and restrict autos and trucks to one lane in each direction, increasing total wear and tear of these roadways. In order to accommodate this increased level of use, and to minimize future repairs that would force temporary suspension of dedicated bus lanes or detours to adjacent facilities, these lanes must be reconstructed and paved as part of the seamless whole of the paving project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Paving for the Downtown Oakland to San Leandro component of the BRT Project Requirement: AC Transit shall rehabilitate (not spot pave) all lanes, including the BRT-dedicated travel lanes, general purpose lanes, and any remaining parking lanes on International Boulevard, 11th Street, 12th Street, and E. 12th Street from curb to curb, wherever needed, to provide a 12-year useful life for these facilities. Rehabilitation method will be determined based on the existing condition and anticipated traffic index.</td>
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### Conformance Standards

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<tr>
<th>Paving. AC Transit shall evaluate the existing pavement condition on International Boulevard, 11th Street, 12th Street and E. 12th Street from curb to curb, and all other street pavement areas reconstructed by the BRT Project in Oakland, and determine the necessary rehabilitation of all existing pavement and/or supporting subsurface materials to ensure the roadway pavement will have a 12-year useful life. Said evaluation shall be in the form of a materials report approved by the Public Works Agency Director concurrent with the 65% project milestone. This Materials Report shall clearly identify locations and the designs for all necessary pavement and/or subsurface structural section reconstruction to ensure the 12-year useful life of the pavement and justify the Traffic Index(s) that will be used for the pavement design(s).</th>
</tr>
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<tbody>
<tr>
<td>AC Transit shall rehabilitate (not spot pave) all lanes, including the BRT-dedicated travel lanes, general purpose lanes, and any remaining parking lanes as required by the approved Paving Study. Paving rehabilitation shall minimally consist of a 2&quot; asphalt overlay on International Boulevard, 11th Street, 12th Street and E. 12th Street across the full width (curb to curb) within the geographic boundaries of the City of Oakland.</td>
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AC Transit shall make provisions in the construction cost estimate for additional pavement and/or subsurface structural section reconstruction that may be subsequently identified during the 95% and 100% design phases and/or during construction of the BRT Project.

### VII. Bicyclist Safety

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<tr>
<th>Where compatible bike lanes exist along the corridor, the DOSL BRT Project shall fill gaps in the system and provide bike parking.</th>
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<tbody>
<tr>
<td>A. Class II bike lanes AC Transit shall design and construct Class II bike lanes on East 12th Street from 2nd Avenue to 3rd Avenue to close the bike lane gap between the current 12th Street Measure DD Project and the East Bay BRT Project as proposed.</td>
</tr>
</tbody>
</table>

B. Bicyclist Safety Provisions Near Each BRT Station AC Transit will install bike racks in the near vicinity of stations, to meet demand, based on availability of space. These will allow bicyclists to have safe, lighted, and easy access to the BRT system. These racks shall be designed and located in conjunction with the City’s Bicycle and Pedestrian Program, and maintained by AC Transit. |

1. AC Transit shall meet with the City of Oakland Bicycle/Pedestrian Program Manager to clearly define and document all of the City’s planned bike lane projects that are overlapping or are adjacent to the BRT project on or before completion of the 65% Design Phase. AC Transit shall close the gaps where compatible bike lanes exist or are planned along the corridor, inclusive of:
   a. Construct class II bike lanes on East 12th Street from 2nd Avenue to 3rd Avenue to close the gap between the current 12th Street Measure DD project and the BRT project.
   b. Develop improvements to accommodate a safe and uninterrupted bicycle route from 54th Avenue, along International Boulevard and to E. 12th Street.
   c. Implement necessary improvements for a safe crossing for bicyclist at the East 8th Street, East 12th Street and 14th Avenue intersection, which will close the unsafe bike lane gap between the BRT project and the proposed E. 12th Street bike lane project – just east of 14th Street to Fruitvale Avenue.
   d. Implement appropriate bike lane improvements on International Boulevard between 82nd Avenue and 85th Avenue to safely transition existing bike lanes across the BRT corridor.

2. AC Transit shall calculate the demand for bike racks for each BRT station. AC Transit shall install the as calculated number of bike racks in the near vicinity of BRT stations.
<table>
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<tr>
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<tbody>
<tr>
<td></td>
<td>based on availability of space. Said bike racks are to be placed to provide bicyclists with safe, lighted and easy access to the BRT system, as well as be in conformance with the City of Oakland Bicycle and Pedestrian Program. AC Transit shall maintain all bike racks installed as part of the BRT project</td>
</tr>
<tr>
<td><strong>VIII. Oakland Streetscape Coordination</strong></td>
<td>AC Transit will work with City Staff during the design process so BRT project can tie into the City’s design/build 14th Avenue Streetscape Project. The extent to which AC Transit shall install portions of the City’s 14th Avenue Streetscape Project that are on and within the vicinity of International Boulevard is to be determined during the 65% Design Phase and by mutual agreement of the City Public Works Director and AC Transit General Manager.</td>
</tr>
<tr>
<td><strong>A. 14th Avenue Streetscape Project:</strong> AC Transit shall coordinate design and construction efforts on East 12th Street/International Boulevard and 14th Avenue with the 14th Avenue Streetscape Project, which is currently in design development under a design/build contract by the City of Oakland. If the City’s 14th Avenue project does not go through, AC Transit will work with the City to ensure that 14th Avenue design components related to the BRT Project are incorporated into the design and construction of the BRT Project.</td>
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<tr>
<td><strong>IX. Coordination with International Blvd Transit-Oriented Development (IB-TOD) Plan:</strong></td>
<td>AC Transit shall install pedestrian signals or other pedestrian improvements along International Boulevard that provide a minimum of 800-foot spacing between adjacent signalized crossings. AC Transit shall convene a meeting with the City’s International Boulevard Transit-Oriented Development experts to specifically define the required pedestrian signal locations and the other required pedestrian improvements.</td>
</tr>
<tr>
<td>The BRT project should coordinate with and help meet the public access goals of the International Boulevard Transit Oriented Development Plan completed in 2011 by the City of Oakland.</td>
<td></td>
</tr>
<tr>
<td><strong>A. Implement Category 1 pedestrian improvements:</strong> AC Transit shall install pedestrian signals or other pedestrian improvements at named locations along International, or, if infeasible, at alternate locations that provide a minimum of 800-foot spacing between adjacent signalized crossings.</td>
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**EXHIBIT B: COA Conformance Standards_01Aug2013**
RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MASTER COOPERATIVE AGREEMENT WITH THE ALAMEDA-CONTRA COSTA TRANSIT DISTRICT (AC TRANSIT) FOR THE FINAL DESIGN AND CONSTRUCTION PHASES OF THE DOWNTOWN OAKLAND TO SAN LEANDRO BUS RAPID TRANSIT PROJECT

WHEREAS, Bus Rapid Transit (BRT) 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, AC Transit desires to design, construct, and operate the East Bay BRT Project, which includes, but is not limited to, dedicated travel lanes, passenger platforms, ticket vending and validation systems, safety/security systems, public address and passenger information systems, landscaping, traffic signals and street lighting, crosswalk treatments, pedestrian warning signals, sidewalk improvements, and signage.

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

WHEREAS, On June 8, 2012 the Federal Transit Administration (FTA) issued a Record of Decision (ROD) approving the East Bay BRT Project, and selection of the Downtown Oakland-San Leandro Alternative (DOSL) as the Locally Preferred Alternative for the Project; and

WHEREAS, The DOSL alternative envisions a 9.5 mile long dedicated bus lane corridor with 8.2 miles and 38 stations located within the geographic boundaries of the City of Oakland; and

WHEREAS, In its action on July 17, 2012, the Oakland City Council adopted as its own the CEQA-related findings of AC Transit for the BRT Project; adopted the DOSL as the Locally Preferred Alternative for the BRT Project; and required that the AC Transit append the City Conditions of Approval to the BRT Project (C.M.S. 84016); and

WHEREAS, the City Conditions of Approval (COA) are not final design, construction and operational standards, but rather a list of issues and requirements that must be fully studied and incorporated during the Implementation and Operation & Maintenance phases of the BRT Project in Oakland; and
WHEREAS, On November 27, 2012, the District General Manager issued a letter to the City Public Works Agency Director confirming that the Master Cooperative Agreement between the DISTRICT and the CITY for the BRT Project would clearly and fully incorporate the COA into the project plans and specifications.

WHEREAS, a Master Cooperative Agreement between the AC Transit and the City is necessary to fully delineate all City and District commitments for Final Design and Construction Phases of the BRT Project, including but not limited to, Conformance Standards for the Oakland Conditions of Approval (COA Standards); and

WHEREAS, the COA Standards require that AC Transit submit a draft Business Impact Mitigation Plan and a corresponding draft Parking Impact Mitigation Plan for Oakland City Council review on or before completion of the 65% Design Phase, and to return to Council with an update on or before completion of the 95% Design Phase of the BRT Project; and

WHEREAS, the COA Standards require AC Transit and City staff to consult with impacted business owners, associations, and representation groups, such as Allen Temple Baptist Church, the East Bay Asian Youth Center, Unity Council, Eastside Arts Alliance, and East Bay Asian Local Development Corporation, during the development of the Business Impact Mitigation and Parking Impact Mitigation Plans; and

WHEREAS, the COA Standards include Business Support Mitigations (BSM) activities valued at five million dollars that are entirely AC Transit’s responsibility to fund; and

WHEREAS, the Council-approved Business and Parking Impact Mitigation Plans shall be attached to the Master Cooperative Agreement between the City and AC Transit for Final Design and Construction of the BRT Project; and

WHEREAS, the COA Standards require AC Transit to develop a Construction Careers Policy (CCP), consistent with federal funding guidelines, targeting employment and training opportunities to residents of low-income areas and disadvantaged workers, and to integrate said CCP into a Project Labor Agreement (PLA); and

WHEREAS, the AC Transit Board approved CCP and PLA shall be attached to the Master Cooperative Agreement and AC Transit staff shall regularly update the Oakland City Council on its CCP and PLA activities; and

WHEREAS, the COA Standards set out requirements for design and construction of BRT Project elements, including new and relocated BRT stations, pedestrian safety features (lighting, security cameras, etc.), access and functional needs, curb-to-curb repaving, and bike lanes and bike parking; and
WHEREAS, the COA Standards require AC Transit to coordinate the BRT Project with other City streetscape improvement projects underway or planned for the DOSL corridor; and

WHEREAS, the COA Standards require AC Transit to coordinate with and actively work to meet the public access goals of City's International Boulevard Transit Oriented Development Plan under the BRT Project; and

WHEREAS, the AC Transit has substantially completed the Preliminary Engineering Phase of the BRT Project; and

WHEREAS, AC Transit made concerted efforts to incorporate the City Conditions of Approval into draft business and parking impact mitigation plans, construction careers memoranda, and technical drawings, specifications, and reports that it prepared during the Preliminary Engineering Phase of the BRT Project; and

WHEREAS, a Master Cooperative Agreement between the AC Transit and the City is necessary to specify how each will cooperate in reviewing plans, specifications and estimates; the procedures that AC Transit and City will follow in order for AC Transit to obtain City's approval for the design and construction of the BRT Project within the City; and the manner in which the AC Transit will compensate the City for costs of its activities in furtherance of such approval; and therefore be it

RESOLVED, The Oakland City Council authorizes the City Administrator to enter into a Master Cooperative Agreement with the Alameda-Contra Costa Transit District for the Final Design and Construction Phases of the Downtown Oakland to San Leandro Bus Rapid Transit (BRT) Project; and

FURTHER RESOLVED, The Oakland City Council encourages AC Transit to submit the DOSL Project to the Federal Transit Administration for additional funding as needed to finalize design and construct the Project in conformance with the FEIS/ROD and the Oakland Conditions of Approval; and

FURTHER RESOLVED, that the City commits to working with AC Transit in seeking out additional funding for roadway, bicycle and pedestrian access and safety elements and or business and parking impact mitigation activities not included in the baseline BRT Project budget; and

FURTHER RESOLVED, the City will make efforts to actively seek out new, more flexible private and or public funding and supportive services to supplement the BRT Parking and or Business Impact Mitigation Plans and to create a graffiti prevention through public art program for the BRT corridor; and

FURTHER RESOLVED, that the City urges AC Transit to consult with stakeholder representatives with neighborhood expertise from Unity Council, Allen Temple and the East Bay Asian Youth Center (EBAYC) in the development of the Business and Parking Impact Mitigation Plan; and
FURTHER RESOLVED, that the City urges AC Transit to consult with and include stakeholder representatives with neighborhood expertise from of the Building Healthy East Oakland Cultural Strategies Committee in the development of the Request for Qualifications under the BRT Project Public Art Program and on the Community Advisory Committee and the Artist Selection Committee; and

FURTHER RESOLVED, that the City urges AC Transit to set aside in abeyance sufficient dollars to implement a comprehensive Business Impact Mitigation Plan until AC Transit comes back to Council with the full Business and Parking Impact Mitigation Plans and the cost for implementation, at which time funding reallocations will be considered if needed.

IN COUNCIL, OAKLAND, CALIFORNIA, _______ __________

JUL 30 2013

PASSED BY THE FOLLOWING VOTE:

AYES - BROWN, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN — 7

NOES - 0

ABSENT - 0

ABSTENTION - 0

EXCUSED - Brooks - 1

ATTEST: LaTonda Simmons
City Clerk and Clerk of the Council of the City of Oakland, California
BOARD OF DIRECTORS
ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

MINUTES

Special Meetings of the Board of Directors and the External Affairs, Finance and Audit and Operations Committees

City of Hayward
City Council Chambers – Second Floor
777 B Street, Hayward, California 94541

Wednesday, July 31, 2013 at 5:00 p.m.
Closed Session: 3:30 p.m.
Committee meetings will commence when the Board of Directors recesses to a Committee of the Whole

MEMBERS OF THE BOARD OF DIRECTORS
GREG HARPER, PRESIDENT (WARD 2)
JOE WALLACE, VICE PRESIDENT (WARD 1)
ELSA ORTIZ (WARD 3)
MARK WILLIAMS (WARD 4)
JEFF DAVIS (WARD 5)
JOEL YOUNG (AT-LARGE)
H. E. CHRISTIAN PEEPLES (AT-LARGE)

Teleconference
President Greg Harper, Ward 2
Best Western Plaza Hotel, Room 104
116 E. Park Street
Thermopolis, Wyoming 82443

BOARD OFFICERS
DAVID J. ARMijo, GENERAL MANAGER
DAVID A. WOLF, GENERAL COUNSEL
LINDA A. NEMEROFF, DISTRICT SECRETARY
The Alameda-Contra Costa Transit District Board of Directors held a special meeting on Wednesday, July 31, 2013.

General Counsel David A. Wolf confirmed that all requirements of the Ralph M. Brown Act (Govt. Code Sections 54950, et seq.) and the provisions of Board Policy 100, Section 4.8 regarding teleconferenced meetings were met in order for President Harper to participate in the meeting and advised that all votes must be taken by roll call vote. [An affidavit verifying that the teleconference location was accessible to persons with disabilities and that the agenda was posted at the teleconference location at least 24 hours prior to the start of the first meeting is attached as Exhibit A.]

The meeting was called to order at 3:33 p.m. for the purpose of Closed Session. All Board members were present with the exception of Director Davis who arrived at 4:05 p.m. The District Secretary announced that the Board would convene in Closed Session to discuss items 9A-C as listed on the agenda. Closed Session concluded at 4:40 p.m.

At 5:03 p.m., Vice President Wallace called the Board of Directors meeting to order.

1. **ROLL CALL**
   Present: Ortiz, Williams, Davis, Peeples, Young, Harper, Wallace
   Absent: None

2. **PUBLIC COMMENT**
   - Jane Kramer commented on transparency and accountability with regard to respect for the public. She spoke about a recent agenda item concerning courtesy cards noting that riders should not suffer because of the District's negligence. She also commented on the recent audit of the Sheriff's contract and comments made by Directors at the meeting.
   - J. Cobb, Hayward resident, commented that he was one of AC Transit's 10,000 new bus riders and expressed concern about broken disabled seating on one bus which injured an elderly woman. He suggested that broken seats be taken out of service to avoid injuries.
   - Jaimie San-Nicolas requested improved customer services for disabled persons such as stopping the bus when a disabled passenger requests to get off, strapping down wheel chair passengers, and security. He asked the District and operators for their cooperation in assisting people who are truly in need.
The following speakers expressed concerns about safety and commented in support of a fair contract and respect for Amalgamated Transit Union workers:

- Ed Nash, ATU Local 192
- Mary Lim Lempe of GENESIS and Reverend John Giles of Union Baptist Church
- Jake Marquez, ATU Local 192
- Gaby Miller, GENESIS
- Yvette Felarca and Mylishia Henderson of By Any Means Necessary (BAMN)
- Imam Shabazz, American Coalition for Good Government
- Nathaniel Arnold, ATU Local 192
- Yvonne Williams, President of ATU Local 192
- Joyce Willis, Financial Secretary of ATU Local 192
- Ron Williams, ATU Local 192
- Titus Warren, ATU Local 192
- David Douglas, BAMN
- Manjit Gill, ATU Local 192
- Douglas Brochier, ATU Local 192
- Wendy Steve, ATU Local 192
- Danny Marshall, ATU Local 192
- Another Shedd, ATU Local 192
- Seabastrian Cano
- Rosa Green, ATU Local 192

3. **PUBLIC HEARING**

a) **Hold Public Hearing to receive public comment on the following:**
   - The Central and South County Restructuring Plan;
   - Service on New Streets in Downtown Hayward; and
   - The Draft Initial Study/Negative Declaration for the aforementioned Plan and service on new streets.

b) **Consider the adoption of Resolution No. 13-025 approving the Initial Study/Negative Declaration for the Central and South County Restructuring Plan and Service on New Streets in Downtown Hayward; authorize the filing of a Notice of Determination; and approving the Central and South County Restructuring Plan and Service on New Streets in Downtown Hayward (Report 12-306d).**

[The PowerPoint Presentation given at the meeting is incorporated to the file by reference. A revised resolution was provided at the meeting for the Board’s consideration.]

Vice President Wallace welcomed everyone to the Public Hearing and introduced the members of the Board of Directors and the Board
Officers. He then called on General Counsel David Wolf to outline the rules of order and procedures for public speakers.

Vice President Wallace opened the Public Hearing at 6:10 p.m. The meeting was turned over to General Manager David Armijo for the staff presentation. Senior Transportation Planner Linda Morris presented the staff report.

A total of eight (8) persons appeared to present testimony concerning the proposed Central and South County Service Restructuring Plan and bus service on new streets in the City of Hayward. There were no comments received regarding the Initial Study/Negative Declaration. A summary of the comments received is provided in Exhibit B of the minutes. The public hearing closed at 6:46 p.m.

President Harper stated that because he could not hear all of the testimony given at the hearing, we would have to abstain from voting.

MOTION: PEEPLES/DAVIS to approve the findings with respect to the Initial Study/Negative Declaration as set forth in Section 1 of Resolution No. 13-025. The motion carried by the following vote:

AYES:5: PEEPLES, DAVIS, ORTIZ, WILLIAMS, WALLACE
ABSTAIN:1: HARPER
ABSENT:1: YOUNG (out of seat)

MOTION: PEEPLES/DAVIS to adopt revised Resolution No. 13-025 approving the Initial Study/Negative Declaration for the Central and South County Restructuring Plan and Service on New Streets in Downtown Hayward; authorize the filing of a Notice of Determination; and approving the Central and South County Restructuring Plan and Service on New Streets in Downtown Hayward. The motion carried by the following vote:

AYES:5: PEEPLES, DAVIS, ORTIZ, WILLIAMS, WALLACE
ABSTAIN:1: HARPER
ABSENT:1: YOUNG (out of seat)

4. GENERAL MANAGER'S REPORT
AC Transit Achievement Highlights for FY 2012-13.

The item was pulled off the agenda and will be presented at a subsequent meeting.
5. CONSENT CALENDAR
MOTION: DAVIS/ORTIZ to approve or receive the items on the Consent Calendar as indicated. The motion carried by the following vote:

AYES:5: Davis, Ortiz, Williams, Peeples, Wallace
ABSTAIN:1: Harper
ABSENT:1: Young (out of seat)

5A. Consider approving Board of Directors minutes of July 8, 2013 (Special meeting).

5B. Consider approving Board of Directors and Standing Committee minutes of July 10, 2013.


6. REGULAR CALENDAR

6A. Consider delegating authority to the General Manager to dispose of the District owned property located at 3500 Seminary Avenue in Oakland, California (Report 12-301b).

[Interior and exterior photos of the property as well as well as a chart showing comparable sales were provided at the meeting for the Board’s information and are incorporated into the file by reference.]

There was no presentation of the staff report.

MOTION: PEEPLES/DAVIS to delegate authority to the General Manager to dispose of the District owned property located at 3500 Seminary Avenue in Oakland, California. The motion carried by the following vote:

AYES:5 Peeples, Davis, Williams, Wallace, Harper
NOES:1: Ortiz
ABSENT:1: Young (out of seat)

6B. Consider authorizing the General Manager to sign the Master Cooperative Agreement (MCA) and the Operations and Maintenance Agreement (OMA) with the City of Oakland for the Bus Rapid Transit Project (Report 13-184).

[The following documents provided at the meeting are incorporated into the file by reference:
  • Add on cost of all non-BRT essential project features;]
• Amended Oakland City Council Resolution authorizing the City Administrator to enter into a Master Cooperative Agreement with AC Transit for the final design and construction phases of the Downtown Oakland to San Leandro Bus Rapid Transit Project;
• Oakland City Council Resolution authorizing the City Administrator to enter into a Operations and Maintenance Agreement with AC Transit for the Downtown Oakland to San Leandro Bus Rapid Transit Project; and
• Letter to the Oakland City Council from TransForm]

Chief Planning and Development Officer Dennis Butler presented the staff report. AC Transit Director of BRT David Wilkins, Christine Calabrese representing the City of Oakland, and Kim Franke of Parsons Brinkerhoff were present to address questions.

Concerns were raised regarding the MCA, specifically: 1) parking and business impact mitigations, 2) the establishment of an impact mitigation fund, 3) security provisions at all stations, and the general concept that the Conditions of Approval Conformance Standards developed by the City of Oakland were not negotiated in advance with AC Transit (Attachment 1 of the Staff Report/Exhibit B of the MCA).

With regard to the OMA, concerns were raised about the Operations and Maintenance Staffing and Management Plan, including the need for fourteen (14) full time officers to provide security for the route and nearby areas as well as landscaping, pavement and parking lots.

In response to some of the concerns raised, Mr. Butler advised that staff would be coming back to the Board at the 65% engineering phase to further refine the estimates outlined in the agreements. Ms. Calabrese was called upon to provide clarification on the Conformance Standards. She reported that the Conditions of Approval were a driver for the MCA and the Conformance Standards were the chosen mechanism absent completed business and parking mitigation plans and a final engineering report to provide assurances to city officials that the Conditions of Approval would be met. She further advised that removing them from the agreement would constitute a material change that would void the action taken by the Oakland City Council.

Director Ortiz commented that some of the expenditures required by the City were troublesome and while she did not want the project to stop, it needed to be understood that no general fund monies would be accessed for the construction of the project or mitigation efforts. She also felt that the agreements should have been considered by the AC Transit Board prior to being presented to the City of Oakland.
President Harper suggested that the Conformance Standards look more like “best efforts” in order to make the contract more dynamic, noting his opinion that the City had tried to put too much in concrete which made the agreement seem overreaching because there were too many unknowns.

General Manager David Armijo suggested that staff come back to the Board and illuminate some of the issues, discuss possible amendments, and possibly present a resolution at the next Board meeting. He suggested that a special meeting be held in mid-August to discuss the item further.

Discussion ensued as to whether the two agreements were severable. Ms. Calabrese reported that there were only two instances where the agreements overlapped and that it would not be a material action to eliminate the references to “operations” and “maintenance” in the MCA, which would allow the two agreements to be bifurcated entirely. This would require striking the words “maintenance” and “operations” from page 4 and from Item IV, No. 6 of the Conformance Standards (page 7), in which case the MCA would govern the design and construction standards only.

Public Comment:

- Oakland Mayor Jean Quan commented on the City’s approval of the agreements, noting that the project will help transform east Oakland and develop economic justice in that area which is critical in furthering economic development. She also said that as an MTC Commissioner, she wants to help AC Transit get its share of funding. Oakland is the center of the Bay Area and is expected to grow in the long-term so it is important to build better mass transit. She also said that the City was going to experiment with the elimination of parking spaces in residential housing developments in favor of transit passes in order to make housing more affordable.

- Joel Ramos, Transform, commented on the need to build relationships and trust, noting that the resolution that was passed by the City Council demonstrated this as well as an effort by the City to help address some of the funding issues. He suggested that the Board enter into the Master Cooperative Agreement now, and work out the Operations Agreement over the next few days. He asked that the Board not jeopardize the project.

- Rocky Fernandez said that as a member of the General Plan Task Force in Hayward, he receives a lot of questions why the BRT does not extend to Hayward. He said there is a lot of enthusiasm for the project, which is an enhancement for the community and not a burden, noting the importance of balancing the long terms needs of the project with the capital and operating budgets in order to avoid setting a bad precedent for future projects.
• Ed Nash, ATU Local 192, was concerned about a reference in the report regarding potential service contracts for maintenance functions. He said that facilities maintenance work was ATU work.

• Yvonne Williams, President of ATU Local 192, commented to Director Ortiz that there was nothing wrong with being cautious and asking questions and supported her in making sure that the contracts that AC Transit has are fully explored. She also said she was not in support of AC Transit’s staff management plan to reduce security on the line during the first year of operation and suggested that the Board consider using shields to protect operators.

• Sandra Graves Jackson, D-4 Operator, asked if the BRT would be safe for operators.

MOTION: PEEPLES/WALLACE to approve the Master Cooperative Agreement with the removal of the following from the Conformance Standards (Attachment 1 of the Staff Report, Exhibit B of the MCA):

• Page 4 - referring to parking – eliminate the words “maintenance and operation” on the first line; and
• Page 7 - remove the entire paragraph at the top of the page entitled “6. Safety Personnel for the BRT System”. The motion carried by the following vote:

AYES: 6: Peeples, Wallace, Ortiz, Williams, Davis, Harper
ABSTAIN: 1: Young

MOTION: PEEPLES/ORITZ to table the Operations and Maintenance Agreement to a meeting in August as determined by the Chair. The motion carried by the following vote:

AYES: 7: Peeples, Ortiz, Williams, Davis, Young, Harper, Wallace

ADMITTED


Chief Financial Officer Lewis Clinton presented the staff report.

MOTION: PEEPLES/WALLACE to adopt Resolution No. 13-034 establishing the Appropriations Limit for FY 2012-13 at $406,271,801. The motion carried by the following vote:

AYES: 7: Peeples, Wallace, Ortiz, Williams, Davis, Young, Harper

APPROVED WITH MODIFICATIONS

6D. Consider approving the agenda for the joint meeting of the Board of Directors and Retirement Board scheduled for September 18, 2013 (Report 13-190).
No presentation was given.

Director Peeples requested that a discussion of future District funding be added to the agenda.

**MOTION:** YOUNG/ORTIZ to approve the revised agenda for the joint meeting of the Board of Directors and Retirement Board scheduled for September 18, 2013. The motion carried by the following vote:

**AYES:** 7: Young, Ortiz, Williams, Davis, Peeples, Wallace, Harper

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**RECESS TO STANDING COMMITTEES (as the Committee of the Whole)**

The Board meeting recessed to the Standing Committees at 8:13 p.m.

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**ALL COMMITTEES ARE ADVISORY ONLY.**

<table>
<thead>
<tr>
<th>A.</th>
<th>SPECIAL EXTERNAL AFFAIRS COMMITTEE — Elsa Ortiz, Chairperson</th>
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<tbody>
<tr>
<td></td>
<td>The Special External Affairs Committee convened at 8:13 p.m. All Committee members were present.</td>
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**PUBLIC COMMENT** (for items not on the agenda)

There was no public comment offered.

**BRIEFING/ACTION ITEMS:**

**A-1.**

Consider recommending receipt of the monthly Legislative Report and approval of legislative positions (Report 13-191).

*Mock-ups showing the size of disclaimer signs related to SB 556 (Corbett –D) Agency: Non-Governmental Entities, were provided at the meeting and are incorporated into the file by reference.*

Director of Legislative Affairs and Community Relations Beverly Greene presented the staff report. Staff was directed to provide clarity with regard to the applicability of ACA 8 on local taxes in the next report.

**MOTION:** PEEPES/WALLACE to forward to the Consent Calendar Addenda recommending a position of OPPOSE UNLESS AMENDED on SB 556 (Corbett): Agency: Ostensible: nongovernmental entities (7).

**MOTION:** PEEPLES/ORTIZ to forward to the Consent Calendar Addenda recommending a change in position to SUPPORT on AB 206 (Dickinson) Bicycle transportation devices (7).

**MOTION:** ORTIZ/PEEPLES to forward to the Consent Calendar Addenda recommending a change in position to SUPPORT on SB142 (DeSaulnier) Public transit (7).
MOTION: ORTIZ/WILLIAMS to forward the report to the Consent Calendar Addenda recommending receipt and approval of legislative positions acted on by the Committee (7).

The Special External Affairs Committee adjourned at 8:30 p.m.

<table>
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<tr>
<th>B.</th>
<th>SPECIAL FINANCE AND AUDIT COMMITTEE – Jeff Davis, Chairperson</th>
<th>ACTION SUMMARY</th>
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<td></td>
<td>The Special Finance and Audit Committee convened at 8:30 p.m. All Committee members were present.</td>
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<td>Public Comment (for items not on the agenda)</td>
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<td></td>
<td>There was no public comment offered.</td>
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<td>Consent Items:</td>
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<td>MOTION: ORTIZ/PEEPLES to forward to the Consent Calendar Addenda recommending receipt (7).</td>
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<td>Briefing/Action Items:</td>
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<td>B-2. Consider recommending approval to dispose of retired buses through sale or by means most advantageous to the District (Report 13-214).</td>
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<td>There was no presentation of the staff report.</td>
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<td>MOTION: YOUNG/PEEPLES to forward to the Consent Calendar Addenda recommending approval (7).</td>
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<td>The Special Finance and Audit Committee adjourned at 8:31 p.m.</td>
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<th>C.</th>
<th>SPECIAL OPERATIONS COMMITTEE – Joe Wallace, Chairperson</th>
<th>ACTION SUMMARY</th>
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<tr>
<td></td>
<td>The Special Operations Committee convened at 8:31 p.m. All Committee members were present.</td>
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<td>Public Comment (for items not on the agenda)</td>
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<td>There was no public comment offered.</td>
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<td></td>
<td>There was no presentation of the staff report.</td>
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MOTION: PEEPES/YOUNG to forward to the Consent Calendar Addenda recommending approval (7).

The Special Operations Committee adjourned at 8:32 p.m.

| RECONVENE BOARD OF DIRECTORS MEETING – Joe Wallace, Vice President |
| The Board of Directors meeting reconvened at 8:32 p.m. |
| ACTION SUMMARY |

7. REPORTS OF STANDING COMMITTEES
   District Secretary Linda Nemeroff reported that all of the items from the External Affairs, Finance and Audit and Operations Committee meetings had been referred to the Consent Calendar Addenda recommending receipt, or approval as indicated on the agenda.

8. CONSENT CALENDAR ADDENDA
   MOTION: PEEPES/WALLACE to receive or approve the items referred to the Consent Calendar Addenda as indicated on the agenda, including Item A-1 recommending the following legislative positions: change in position on AB 206 (Dickinson) to SUPPORT, change in position on SB 142 (DeSaulnier) to SUPPORT, and an OPPOSE UNLESS AMENDED position on SB 556 (Corbett). The motion carried by the following vote:
   AYES:7: Peeples, Wallace, Ortiz, Williams, Davis, Young, Harper
   The items brought before the Board were as follows:

   A. EXTERNAL AFFAIRS COMMITTEE:

   B. FINANCE AND AUDIT COMMITTEE:
      B-2. Consider approving the disposal of retired buses through sale or by means most advantageous to the District (Report 13-214).

   C. OPERATIONS COMMITTEE:

9. CLOSED SESSION/REPORT OUT
   There was nothing to report out of Closed Session.

9A. Conference with Legal Counsel – Potential Litigation
   (Government Code Section 54956.9(b)) (Four Cases)
9B. Conference with Labor Negotiators
(Government Code Section 54957.6):
Agency Designated Representative: David J. Armijo, General Manager
Employee Organizations: ATU Local 192, AFSCME, Local 3916; IBEW, Local 1245,
Unrepresented Employees

9C. Public Employee Performance Evaluation
(Government Code Section 54957)
Title: General Manager, Interim General Counsel, District Secretary

10. AGENDA PLANNING

Referred to the Operations Committee
Director Ortiz requested a report on ways to improve safety for
operators in general (i.e. rider education, shields) (Director Young
concluded)

Referred to the Planning Committee
Director Peeples requested a report on what is involved in shutting
down the BRT Project. (Director Wallace concurred)

Referred to Future Board of Directors Meeting
Director Peeples requested that the General Manager invite staff from
MUNI to make a presentation on MUNI’s one year review of all-door
boarding, which was given at the APTA Multimodal Operations
Planning Workshop. (Director Wallace concurred)

Referred to Future Board Workshop
Director Davis requested a discussion of the Hydrogen Fuel Cell
Program and what the Board’s commitment is to continuing the
program. (Director Young concurred)

11. BOARD/STAFF COMMENTS
Members of the Board commented on meetings and events attended
since the last meeting.

12. ADJOURNMENT
There being no further business to come before the Board of Directors,
the meeting was adjourned at 8:48 p.m. The next meeting of the Board
of Directors is scheduled for Wednesday, August 28, 2013.

Respectfully submitted,

Linda A. Nemeroff
District Secretary