

PROJECT CHARTER: SAN PABLO AVENUE CORRIDOR PROJECT

Between

Alameda County Transportation Commission (“Alameda CTC”) (the **“Sponsoring Agency”**)

And

California Department of Transportation (“Caltrans”), Contra Costa Transportation Authority (“CCTA”), West Contra Costa Transportation Advisory Committee (“WCCTAC”), Alameda-Contra Costa Transit District (“AC Transit”), Bay Area Rapid Transit District (“BART”), and the cities of Richmond, San Pablo, El Cerrito, Albany, Berkeley, Emeryville, and Oakland, (collectively the **“Partnering Agencies”**)

Project Background

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

The Project Corridor encompasses San Pablo Avenue from Hilltop Mall/Richmond Parkway in Richmond to downtown Oakland and includes parallel routes and perpendicular connections that provide multimodal connectivity. To ensure that the Project can identify, develop and implement near, medium, and long term projects, the Project Corridor will generally be limited to streets and pathways within ¼ to ½ mile on either side of San Pablo Avenue.

Phase 1 of the Project includes existing conditions review, concept identification, concept evaluation, and concept refinement. Phase 2 of the Project will include design development, which may include Caltrans Project Initiation Documents, supporting environmental analysis/review, and more detailed design. Both phases will include outreach activities to ensure stakeholders in the corridor have input into the development of concepts. During Phase 1, the Partnering Agencies, public agencies that have direct ownership, operations and maintenance obligations and liabilities within the corridor, will play a key role in assisting with the selection of the near-term and long-term concept alternatives that will be carried forward to Phase 2 of the Project.

Project Charter Purpose

This Project Charter establishes a mutual understanding between Alameda CTC (the “Sponsoring Agency”) and California Department of Transportation (“Caltrans”), Contra Costa Transportation Authority (“CCTA”), West Contra Costa Transportation Advisory Committee (“WCCTAC”), Alameda-Contra Costa Transit District (“AC Transit”), Bay Area Rapid Transit District (“BART”), and the cities of Richmond, San Pablo, El Cerrito, Albany, Berkeley, Emeryville, and Oakland (collectively the “Partnering Agencies”). The intent of this Project Charter is to memorialize the Sponsoring Agency and Partnering Agencies commitments to working cooperatively. Nothing in this agreement commits any agency to payment of agency funds or to enter into any contract. This agreement also creates no entitlement to damages or injunctive relief. WCCTAC, Alameda CTC, and the CCTA have entered into a separate agreement detailing the funding commitment and project management roles and responsibilities for Phase 1 of the Project.

Primary Project Sponsor

Alameda CTC

Sponsoring Agency Responsibilities

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

Partnering Agency Expectations

- The Partnering Agencies are partners in the delivery of the Project and agree to work together to develop and select Project concepts.
- Each Partnering Agency will assign a staff contact person who will serve on a Technical Advisory Committee (TAC) and will be responsible for attending Project meetings. Five to six TAC meetings are anticipated for the duration of Phase 1. If a TAC member is unable to attend a scheduled TAC meeting, the member will notify the Alameda CTC project management team in a timely manner and find a substitute who is available on the meeting date.
- TAC members will work within their respective agencies (including all appropriate departments responsible for different development phases of the Project) to aid in the development of the Project. This includes, as necessary, facilitating inter-jurisdiction issue resolution about the Project and circulating documents and deliverables within their agencies for review and comment in a timely manner and per the Project schedule. TAC members will serve as the primary point of contact from their respective agency to the Project team and will provide a single, consolidated set of comments on documents and deliverables from their agency.
- TAC members will ensure provision of requested data and review of relevant documents by their agencies in a timely manner in order to maintain the Project schedule. Review timelines for particular documents and deliverables will be agreed on at TAC meetings. If Partnering Agencies do not provide comments on particular documents and deliverables within the timeframe agreed to at the TAC meeting, Alameda CTC may consider the document as deemed approved and proceed accordingly.
- TAC members are to keep their respective management and/or decision making bodies informed, as needed, about key Project issues that may require their future attention with the goal of aiding in the timely completion and implementation of the Project.
- Each Partnering Agency will designate an appropriate executive-level staff representative who may be called on to participate in an Executive Leadership Team (ELT) if necessary. Meetings of this body, or a subset of the ELT, will only be called as necessary to ensure high level buy-in and/or resolve conflicts if they arise.
- Each Partnering Agency will designate an appropriate elected official who can represent the agency and participate in a Policy Advisory Committee (PAC) if necessary. If an agency has a designated representative on the Alameda CTC Commission, that person will serve as the PAC representative for that agency for this Project. Meetings of this body will only be called as necessary to ensure high level buy-in and/or resolve conflicts if they arise.
- Each Partnering Agency will be committed to collaborating in Phase 1 to identify a long-term vision for the corridor, and a set of implementable, near-term improvements, and in Phase 2 to

facilitate advancing those near-term improvements through the project initiation process and through implementation.

- Alameda CTC will not fund Partnering Agency staff time spent reviewing documents or deliverables.
- Each Partnering Agency will use good faith and reasonable efforts to execute a Memorandum of Understanding (MOU) once a near-term concept is selected, defining responsibilities for project delivery, cost-sharing, asset ownership, and system operations and maintenance.

Project Decision-Making and Issue Resolution

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

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

If an issue cannot be resolved within the TAC or among TAC members due to insufficient authority or inability to come to agreement, the issue will be elevated to the Executive Leadership Team (ELT), then the Policy Advisory Committee (PAC), and the full Alameda CTC Commission and/or Contra Costa Transportation Authority Board as appropriate, if necessary.

Baseline Milestone Schedule

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

Milestone	Timeframe
Project Initiation	Summer 2017
Existing Conditions Review	Fall - Winter 2017
Establish Purpose and Need, Goals	Winter 2017/2018
Identify Corridor Concepts	Winter-Spring 2018
Concepts Evaluation and Selection	Spring - Summer 2018
Concept Refinement and Operating Strategies	Fall - Winter 2018
Final Report and Scoping of Design Development Phase	Winter 2018/2019

IN WITNESS THEREOF, the parties hereto have executed this Partnership Agreement as of _____.

ALAMEDA COUNTY TRANSPORTATION COMMISSION (“ALAMEDA CTC”)

By: _____
Name, Title Date

CALIFORNIA DEPARTMENT OF TRANSPORTATION (“CALTRANS”)

By: _____
Name, Title Date

CONTRA COSTA TRANSPORTATION AUTHORITY (“CCTA”)

By: _____
Name, Title Date

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE (“WCCTAC”)

By: _____
Name, Title Date

CITY OF RICHMOND

By: _____
Name, Title Date

CITY OF SAN PABLO

By: _____
Name, Title Date

CITY OF EL CERRITO

By: _____
Name, Title Date

CITY OF ALBANY

By: _____
Name, Title Date

CITY OF BERKELEY

By: _____
Name, Title Date

CITY OF EMERYVILLE

By: _____
Name, Title Date

CITY OF OAKLAND

By: _____
Name, Title Date

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

By: _____
Name, Title Date

BAY AREA RAPID TRANSIT DISTRICT ("BART")

By: _____
Name, Title Date