



## CITY OF ALBANY CITY COUNCIL AGENDA STAFF REPORT

Agenda Date: December 4, 2023  
Reviewed by: NA

**SUBJECT:** Memorandum of Understanding Between Alameda County Transportation Commission (Alameda CTC) and City of Albany for the Jackson Street Parallel Bike Improvements

**REPORT BY:** Justin Fried, Transportation and Sustainability Manager  
Jeff Bond, Community Development Director

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### **SUMMARY**

The action before the City Council is authorization for the City Manager to enter into a Memorandum of Understanding (MOU) for the City to lead - with reimbursement from Alameda County Transportation Commission – the preconstruction phases of the Jackson Street Bikeway Project in University Village.

### **STAFF RECOMMENDATION**

That the Council adopt Resolution No. 2023-75, authorizing the City Manager to enter into a Memorandum of Understanding between Alameda County Transportation Commission (Alameda CTC) and the City for the preconstruction phases of the Jackson Street Bikeway Project in University Village, identified by Alameda CTC as the Jackson Street Parallel Bike Improvements.

### **BACKGROUND**

In early 2021, University of California Berkeley staff began finalizing project plans and initial designs for graduate student housing in University Village at the corner of Jackson Street and Monroe Street. The housing project is being developed as a public-private partnership between the University and American Campus Communities (ACC), which is a private student housing development company.

Jackson Street between Buchanan Street and the Berkeley border is owned and maintained by the University - it is not a city street. Nonetheless, the City has an interest in completing active transportation connections for residents and has a history of productive collaboration with the University leading development of active transportation projects along Codornices Creek. Albany staff began working with UC staff to discuss the potential for completing segments of the active transportation network in relation to the housing project. In December 2021, Councilmembers Jordan and Nason joined with UC Berkeley campus leadership and Alameda CTC staff to visit the site and facilitated an agreement to advance the project.

Parisi Transportation Consulting was tasked with developing an alternatives analysis which was presented to UC Berkeley staff. At UC Berkeley staff's request, south of Monroe is to remain as a future phase to allow flexibility for the alignment. Concurrently, the Alameda County Transportation Commission San Pablo Corridors Project began developing concepts for parallel bicycle route improvements which include Jackson Street through University Village.

On May 25, 2023, Alameda County Transportation Commission approved the 2024 Comprehensive Investment Plan, which included preconstruction funding for this project as part of the San Pablo Avenue Multi-Modal Corridor Project. In early June, the concept received tentative agreement from the UC Berkeley Rausser College of Natural Resources (which manages the Gill Tract) to utilize some additional frontage, enabling a path alignment that allows for a parallel parking lane. On July 20, 2023, Alameda CTC approved additional funds on July 20, 2023, for a total allocation of \$900,000 toward the Preliminary Engineering/Environmental (PE/Env) and Plans, Specifications and Estimate (PS&E) phases of the project.

Upon receiving tentative agreement on the Gill Tract frontage, staff began outreach to University Village residents in coordination with UC staff, including presenting to residents at University Village Albany Safety Day on August 19. City and UC Berkeley staff have also been coordinating this effort with the graduate student housing developer, American Campus Communities.

On October 2, 2023, the City Council approved the conceptual design for the Jackson Street Bikeway and directed city staff to work with UC Berkeley on implementation.

## **DISCUSSION**

Significant state and federal grants have been awarded to the Alameda CTC San Pablo Avenue Corridor Program set of projects, one of which is the Parallel Bikeways Project.

Jackson Street is included in the scope of the Parallel Bikeways Project while it has remained separate in terms of development due to the timing of the development of the Jackson Street project and close coordination between the City and UC Berkeley. The MOU will enable the City to complete the preconstruction phases for the Jackson Street project and make it eligible for federal funding sources. The MOU designates the City as the implementing agency for the preconstruction phases and as lead agency for environmental documents and permits the City to request reimbursement for consultant expenses associated with this work.

## **ENVIRONMENTAL CLEARANCE**

Environmental clearance will be part of the work performed under the Memorandum of Understanding.

## **SUSTAINABILITY CONSIDERATIONS**

Providing cycling facilities separated from vehicle traffic along the Slow Bikeways Network improves cyclist safety, helping to support cycling as a viable alternative to short motor vehicle trips.

## **SOCIAL EQUITY AND INCLUSIVITY CONSIDERATIONS**

The project improves safety for vulnerable roadway users and improves access for those without motor vehicles.

## **CITY COUNCIL STRATEGIC PLAN INITIATIVES**

GOAL 3: Promote Streets that Support Safety & Transportation Mobility Options.  
This project implements cycling network improvements identified in the Active Transportation Plan.

## **FINANCIAL CONSIDERATIONS**

The MOU provides Alameda CTC allocated resources toward the preconstruction project phases. Coordination with Alameda County Transportation Commission, University of California Berkeley, and consultant engineers will continue to require staff time under existing department budgets.

### **Attachments:**

1. Resolution No. 2023-75
2. Draft Alameda CTC Memorandum of Understanding

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**RESOLUTION NO. 2023-75**

**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING WITH ALAMEDA COUNTY TRANSPORTATION  
COMMISSION FOR THE PRECONSTRUCTION PHASES OF  
THE JACKSON STREET BIKEWAY PROJECT IN UNIVERSITY VILLAGE**

**WHEREAS**, the Albany Active Transportation Plan identifies Jackson Street and Eighth Street in University Village as part of the Proposed Slow Bikeways Network and identifies a Class 1 shared use path along the east side of Jackson Street as the desired facility; and

**WHEREAS**, on October 2, 2023, the Albany City Council approved the conceptual design for the Jackson Street Bikeway and directed City staff to work with UC Berkeley staff on implementation; and

**WHEREAS**, Alameda County Transportation Commission (Alameda CTC) and the City of Albany are jointly implementing the Jackson Street Bikeway Project to provide bicycle and pedestrian facilities along Jackson Street and Eighth Street through University Village; and

**WHEREAS**, Alameda CTC is the Project Sponsor and implementing agency for the San Pablo Avenue Parallel Bike Improvements Project, which includes the Jackson Street Bikeway Project; and

**WHEREAS**, Alameda CTC was awarded \$10,000,000 of OBAG (One Bay Area Grant) Cycle 3 funds for the San Pablo Avenue Parallel Bike Improvements Project; and

**WHEREAS**, Alameda CTC approved \$900,000 of Measure BB and Vehicle Registration Fee Bicycle and Pedestrian funds for the Preliminary Engineering / Environmental (PE/Env) and Plans, Specifications and Estimate (PS&E) phases of project development for the Jackson Street Bikeway Project; and



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ALAMEDA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**CITY OF ALBANY**  
**FOR THE**  
**JACKSON STREET PARALLEL BIKE IMPROVEMENTS**

This Memorandum of Understanding (“MOU”) is between the Alameda County Transportation Commission (“ALAMEDA CTC”) and the City of Albany (“CITY”) (together with ALAMEDA CTC, the “PARTIES”).

**RECITALS**

WHEREAS, the PARTIES are jointly implementing the Jackson Street Parallel Bike Improvements (“PROJECT”) to provide bicycle and pedestrian facilities along Jackson Street from Eighth Street to Buchanan Street and along Eighth Street from the Berkeley City Limit to Jackson Street in the CITY;

WHEREAS, ALAMEDA CTC partnered with the CITY for a One Bay Area Grant (OBAG), Cycle 3 to submit a grant application for the overall San Pablo Avenue Parallel Bike Improvements Project (“SPA PROJECT”), which grant application and SPA PROJECT include but extend beyond the limits of this PROJECT;

WHEREAS, ALAMEDA CTC is both Project Sponsor and implementing agency responsible for the overall project implementation including project delivery, management, and funding associated with the SPA PROJECT;

WHEREAS, ALAMEDA CTC approved an allocation of \$200,000 of Measure BB TEP-26 funds for Preliminary Engineering/ Environmental (PE/Env) and \$400,000 of Measure BB TEP-26 funds for the Plans, Specifications and Estimate (PS&E) Phase for project development on May 25, 2023, and an additional \$300,000 of Vehicle Registration Fee Bicycle and Pedestrian (VRF Bike/Ped) funds for PE/Env Phase efforts led by CITY for the PROJECT on July 20, 2023;

WHEREAS, ALAMEDA CTC was awarded \$10,000,000 of OBAG Cycle 3 funds for the SPA PROJECT on May 25, 2023 which requires this PROJECT to be in construction by Fiscal Year 2025-2026 as per the Metropolitan Transportation Commission Resolution Number 4505;

WHEREAS, the PARTIES have agreed that ALAMEDA CTC will allow the CITY to expend funds allocated to ALAMEDA CTC for the PROJECT to cover costs associated with managing the development of the PROJECT, including project management services, professional services, and other direct costs related as a means to accomplish the PROJECT.

NOW, THEREFORE, the PARTIES mutually understand and agree to the following:

**SECTION I  
INTRODUCTION**

1.1 The Recitals above are true, correct and made a part hereof.

1.2 This MOU shall be legally binding on the PARTIES, and by executing the same, each Party hereby acknowledges that its governing body has given all approvals necessary therefore.

**SECTION II  
CITY OBLIGATIONS AND AGREEMENTS:**

2.1 The CITY will be the implementing agency for the PROJECT for PE/Env and PS&E Phases.

2.2 The CITY will be the lead agency for any environmental document required for the PROJECT.

2.3 The CITY shall use funds provided to CITY by ALAMEDA CTC pursuant to this MOU for PROJECT-related costs including consultant costs for project management services and professional services to complete the PE/Env and PS&E phases, and other direct costs related to implementing the PROJECT. CITY Staff costs are not eligible for reimbursement under this MOU.

2.4 The CITY agrees to send Request for Reimbursements for the PROJECT on a semi-annual basis to ALAMEDA CTC for eligible PROJECT-related costs incurred.

**SECTION III  
ALAMEDA CTC OBLIGATIONS AND AGREEMENTS:**

3.1 ALAMEDA CTC shall remain the Project Sponsor for the PROJECT.

3.2 ALAMEDA CTC authorizes the CITY to expend previously allocated ALAMEDA CTC Measure BB TEP-26 and VRF Bike/Ped funds in an amount not-to-exceed \$900,000 for the PROJECT.

3.3 ALAMEDA CTC authorizes the CITY to utilize these funds to pay for the costs associated with management of the PROJECT, including project management services, professional services related to the PE/Env and PS&E phases, and other direct costs related to implementing the PROJECT.

3.4 ALAMEDA CTC shall make a good faith effort to reimburse the CITY for an amount not-to-exceed \$900,000 for eligible PROJECT-related costs incurred by the CITY for the PROJECT.

**SECTION IV  
IT IS MUTUALLY AGREED:**

4.1 Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this MOU. It is understood and

agreed that pursuant to Government Code section 895.4, ALAMEDA CTC shall fully defend, indemnify, and save harmless CITY from all suits or actions of every name, kind and description brought on, for, or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this MOU. The obligations contained in this provision shall survive any termination of this MOU.

**4.2** Neither ALAMEDA CTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this MOU. It is understood and agreed that pursuant to Government Code section 895.4, CITY shall fully defend, indemnify, and save harmless ALAMEDA CTC from all suits or actions of every name, kind and description brought on, for, or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this MOU. The obligations contained in this provision shall survive any termination of this MOU.

**4.3** The validity of this MOU and of any of its terms and provisions, as well as the rights and duties of the PARTIES hereunder, shall be governed by the laws of the State of California.

**4.4** No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both of the PARTIES hereto. This MOU shall be binding upon each party, their legal representatives, and successors.

**4.5** Both PARTIES shall retain all books, documents, papers, accounting records and other evidence pertaining to costs of the PROJECT mentioned herein for not less than three (3) years after the completion thereof. CITY shall cooperate with ALAMEDA CTC in an audit of such funds should one be necessary or ordered by a State or Federal agency with jurisdiction over the use of such funds.

**4.6** This MOU shall terminate upon ALAMEDA CTC's reimbursement of the final invoice from the CITY for the PROJECT.

*[Signatures on following page]*



In witness whereof, ALAMEDA CTC has by order caused this MOU to be subscribed by the binding authority of the ALAMEDA CTC and CITY has by order caused this MOU to be subscribed by the binding authority of CITY.

**CITY OF ALBANY (CITY)**

**ALAMEDA COUNTY TRANSPORTATION  
COMMISSION (ALAMEDA CTC)**

By:

By:

\_\_\_\_\_  
Nicole Almaguer Date  
City Manager

\_\_\_\_\_  
Tess Lengyel Date  
Executive Director

Recommended by:

\_\_\_\_\_  
Gary Huisingh Date  
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

\_\_\_\_\_  
Patricia Reavey Date  
Deputy Executive Director of Finance and  
Administration

Approved as to Form and Legality:

Approved as to Form and Legality:

\_\_\_\_\_  
Mala Subramanian Date  
Legal Counsel to the CITY OF ALBANY

\_\_\_\_\_  
Fennemore Wendel Date  
ALAMEDA CTC Counsel