

MEMORANDUM OF UNDERSTANDING - EAST BAY CORRIDORS INITIATIVE -

This Memorandum of Understanding (“MOU”) is entered into by and between the following participating entities (Participant; collectively, Participants):

Association of Bay Area Governments (ABAG)

City of Alameda (Alameda)

City of Albany (Albany)

City of Berkeley (Berkeley)

City of El Cerrito (El Cerrito)

City of Emeryville (Emeryville)

City of Hayward (Hayward)

City of Hercules (Hercules)

City of Oakland (Oakland)

City of Pinole (Pinole)

City of Richmond (Richmond)

City of San Leandro (San Leandro)

City of San Pablo (San Pablo)

City of Union City (Union City)

County of Alameda (Alameda County)

County of Contra Costa (Contra Costa)

A. Purpose. The activities undertaken under this MOU will constitute the East Bay Corridor Initiative (Initiative). The purpose of this MOU is to define and formalize the working relationship among regional and local agencies whose geographical boundaries include a portion or all of the East Bay Corridors, as further described below. This MOU defines the shared goals and objectives of these local and regional agencies working collaboratively to enhance livability, mobility and economic prosperity within the Corridors, and establishes the necessary administrative and governance structure to promote a cooperative relationship and for ensuring success of the Initiative.

B. Background. Plan Bay Area is an integrated land use and transportation strategy to accommodate the region’s projected population, housing and job growth between 2010 and 2040 which, if implemented, would achieve State targets for reductions in greenhouse gas emissions. Plan Bay Area is based primarily on the Priority Development Areas (PDAs) in the nine county San Francisco Bay Region, including those in the East Bay Corridor (Corridor PDAs). ABAG and the Metropolitan Transportation Commission (MTC) adopted Plan Bay Area in 2013. The strategy for implementation of Plan Bay Area includes investment of existing and anticipated resources in PDAs.

Reflecting strong transit access and a local commitment to planning and investment, Plan Bay Area projects that Corridor PDAs will grow at a faster rate than the region as a whole. Many of the investments included in Plan Bay Area connect and/or serve the cities and counties within the Corridor (Corridor Jurisdictions).

Compared to the region as a whole, residents of Corridor PDAs have lower household incomes; suffer more from poor air quality and other adverse environmental impacts; are at a higher risk during natural disasters; and are subject to displacement risk from rising housing costs. Many Corridor PDAs face obstacles to realizing the development envisioned in adopted plans. These range from limited local resources to build infrastructure and public spaces to a lack of funding for affordable housing and difficulties attracting private investment. At the same time, the Corridor PDAs are located in close proximity to jobs and institutions of higher education. Further, numerous economic clusters appear to be growing in, or near the Corridor PDAs. Given this opportunity, the potential positive impact of a complementary approach to planning and investment is substantial, and can potentially provide a model for other Bay Area sub-regions with similar challenges.

Between 2000 and 2014, Alameda, Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, Union City, Alameda County and Contra Costa (Corridor Jurisdictions) have adopted 25 land use plans for Priority Development Areas (PDAs), a locally-driven land use planning program of ABAG for sustainable development. All of these PDAs are located within the geography of East Bay Corridor (see Attachment 1).

In September 2013, the East Bay Corridors Initiative was presented to ABAG's Executive Board as a top implementation strategy for realizing Plan Bay Area. Between September and November 2013, staff from Participants, ABAG, and other public agencies met to identify obstacles to achieving the level and quality of growth planned for PDAs in these jurisdictions. To develop strategies, the group divided the East Bay Corridor into two segments: the Oakland-Union City Corridor and the San Pablo Corridor (see Attachment 1). The Oakland-Union City Corridor includes Oakland, San Leandro, Hayward, and Union City, as well as the Alameda County. The San Pablo Corridor includes Oakland, Emeryville, Berkeley, Albany, El Cerrito, Richmond, San Pablo, Pinole, Hercules and Contra Costa.

During 2014, staff from Participant jurisdictions, ABAG and other public agencies held workshops to identify a preliminary set of inter-jurisdictional strategies for implementing local PDAs and regional planning objectives for each segment of the corridor. In 2015, Participants, ABAG and other public agencies will engage in working groups to solidify these strategies. This will set the stage for engagement with city leadership, development of partnerships with the non-profit and business communities, and obtaining funding to carry out the strategies.

C. Proposed Activities. The Participants will undertake the following activities.

1. Continue to coordinate with Planning and Community Development Directors the development of multi-jurisdictional strategies to create a network of thriving neighborhoods and downtowns in Corridor PDAs. This coordination can include all Participants or subgroups, including but not limited to the subgroups that comprise the Oakland-Union City Corridor and the San Pablo Corridor.
2. Identify and develop funding sources to implement agreed upon strategies.
3. Endorse joint applications by Participants for grants and other funding that support agreed upon multi-jurisdictional strategies.

D. Responsibilities. Each Participant will have the following responsibilities:

1. Each Participant will assign a representative to the Steering Committee.
2. Each Participant will participate in the development and/or review of relevant multi-jurisdiction strategies.
3. ABAG will coordinate the East Bay Corridors Initiative. This will not limit or supersede any other activities undertaken collaboratively by Participants.

E. Structure and Governance. For ease of formation and administration and to maintain flexibility, the East Bay Corridor Initiative is structured as an association of local and regional public entities. The Participants agree that this MOU is independent of any other contract(s) or agreement(s) between or among the Participants, or the contract(s) or agreement(s) between or among any Corridor Jurisdiction that are promulgated to implement a grant or local PDA plan.

A Steering Committee made up of one representative from each Participant will coordinate activities undertaken pursuant to this MOU. Every Participant will appoint as its representative(s) to the Steering committee or any subcommittee, a staff person with expertise and experience land use planning and development, presumably the local Planning Director. The Steering Committee may establish subcommittees to undertake activities that advance the East Bay Corridor Initiative that affect less than all Participants.

Through a unanimous vote of all Steering Committee representatives, the Steering Committee may establish rules related to decision-making for the entire Steering Committee or Subcommittees, including but not limited to voting and participation.

Every Participant also has the right, but not the obligation, to appoint an alternate to the Steering Committee or subcommittee. The alternate may attend any meeting of the Steering Committee or subcommittee. However, the alternate is not included in the quorum count, is not entitled to vote and may not participate in the deliberations of the Steering Committee or subcommittee, except in the absence of the representative for whom he/she is an alternate.

F. Participant Resources. The Participants acknowledge that the East Bay Corridor Initiative is likely to require some investment of resource for it to be effective. Each Participant will assign staff, at no cost, to act as its representative to the Steering Committee and any relevant subcommittee.

G. Other Matters. Each Participant shall indemnify and hold harmless the other Participants from the indemnifying Participant's share of liability, as determined by a court of law, for any and all claims, costs and liability for any damage caused by the negligence or willful misconduct of the indemnifying Participant and its officers, employees or agents in the indemnifying Participant's performance under this MOU. The obligations of the indemnifying Participant under this section shall not apply to any claim, cost or liability caused by the negligence or willful misconduct of any other Participant. Under no circumstances shall the indemnifying Participant be liable to any other Participant or any other person or entity for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to performance of the indemnifying Participant under this MOU.

H. Withdrawal and Termination. This MOU will continue until terminated by majority vote of the Steering Committee, but Participants may withdraw from this MOU on 60 days' notice to other Participants. New Participants may be added by majority vote of the current Participants.

I. Amendments. This MOU may be amended by a written agreement executed by the Participant in the same manner as this MOU.

J. Counterparts. This MOU may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

K. Effective Date. This MOU is effective upon the date a minimum of nine Participants have executed the MOU.

IN WITNESS WHEREOF, the Participants have caused this Memorandum of Understanding to be effective with the approval of their authorized representatives on the dates indicated below.

_____ City of San Leandro	_____ City of Alameda	_____ City of Albany	_____ City of Berkeley
_____ City of El Cerrito	_____ City of Emeryville	_____ City of Hayward	_____ City of Hercules
_____ City of Oakland	_____ City of Pinole	_____ City of Richmond	_____ City of San Leandro
_____ City of Union City	_____ County of Alameda	_____ County of Contra Costa	_____ Association of Bay Area Governments