



CALL AND NOTICE

REVISED

CALL AND NOTICE OF A SPECIAL MEETING OF THE EXECUTIVE BOARD OF THE ASSOCIATION OF BAY AREA GOVERNMENTS

As President of the Executive Board of the Association of Bay Area Governments (ABAG), I am calling a special meeting of the ABAG Executive Board as follows:

Thursday, April 20, 2017, 7:00 PM

Location:

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

The ABAG Executive Board may act on any item on this agenda.

Agenda and attachments available at <http://www.abag.ca.gov/>

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT

INFORMATION

3. ANNOUNCEMENTS

INFORMATION

4. PRESIDENT'S REPORT

INFORMATION

5. ACTING EXECUTIVE DIRECTOR'S REPORT

INFORMATION

6. CONSENT CALENDAR

ACTION

A. Approval of Executive Board Summary Minutes of Meeting No. 423 held on March 16, 2017

B. Approval of Transmission of Federal Grant Applications to State Clearinghouse

C. Ratification of Committee Appointments

ABAG Executive Board

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D. Requesting Revision to Executive Board Resolution No. 17-16 Authorizing Real Estate Exchange to Meet Bank Requirements

**7. ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE REPORT
ACTION**

**8. ABAG FINANCE AND PERSONNEL COMMITTEE REPORT
ACTION**

A. Report on Proposed Budget and Work Plan for Fiscal Year 2017-2018, including Membership Dues

9. REPORT ON ABAG/MTC OPTION 7 IMPLEMENTATION ACTION PLAN

A. REPORT ON APPROVAL OF CONTRACT FOR SERVICES AND MEMORANDUM OF UNDERSTANDING

ACTION

10. ADJOURNMENT

The next meeting of the ABAG Executive Board will be on May 16, 2017.

Members of the public shall be provided an opportunity to directly address the ABAG Executive Board concerning any item described in this notice before consideration of that item.

Agendas and materials will be posted and distributed for this meeting by ABAG staff in the normal course of business.

Submitted:

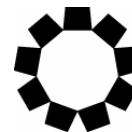
/s/ Julie Pierce
President, Association of Bay Area Governments

Date Submitted: April 4, 2017

Date Posted: April 18, 2017

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

AGENDA

REVISED

ABAG EXECUTIVE BOARD MEETING NO. 424

Thursday, April 20, 2017, 7:00 PM

Location:

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

The ABAG Executive Board may act on any item on this agenda.

Agenda and attachments available at <http://www.abag.ca.gov/>

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1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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6. CONSENT CALENDAR

ACTION

Unless there is a request by an Executive Board member to take up an item on the Consent Calendar separately, the Consent Calendar will be acted upon in one motion.

A. Approval of Executive Board Summary Minutes of Meeting No. 423 held on March 16, 2017

Attachment: Summary Minutes of March 16, 2017

ABAG Executive Board

April 20, 2017

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B. Approval of Transmission of Federal Grant Applications to State Clearinghouse

With Executive Board consent, ABAG will transmit the attached list of federal grant applications to the State Clearinghouse. These applications were circulated in ABAG's Intergovernmental Review Newsletter since the last Executive Board meeting.

Attachment: Grant Applications

C. Ratification of Committee Appointments

The Executive Board is requested to ratify the following committee appointments:

Regional Planning Committee

Scott Sedgley, Councilmember, City of Napa

D. Requesting Revision to Executive Board Resolution No. 17-16 Authorizing Real Estate Exchange to Meet Bank Requirements

Attachment: Memo Requesting Revision to Resolution No. 17-16

7. ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE REPORT ACTION

Committee Chair Scott Haggerty, Supervisor, County of Alameda, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations.

Attachment: LGO Committee Agenda

Agenda and attachments available at abag.ca.gov

8. ABAG FINANCE AND PERSONNEL COMMITTEE REPORT ACTION

Committee Chair Karen Mitchoff, Supervisor, County of Contra Costa, will report on Committee activities and request ABAG Executive Board approval of Committee recommendations, including a recommendation to the General Assembly on the draft Proposed Budget and Work Plan for Fiscal Year 2017-2018.

A. Report on Proposed Budget and Work Plan for Fiscal Year 2017-2018, including Membership Dues

Attachments: FP Committee Agenda; Staff Memo; Proposed Budget and Work Program for Fiscal Year 2017-2018; Work Plan Communications; Work Plan Planning

Agenda and attachments available at abag.ca.gov

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9. REPORT ON ABAG/MTC OPTION 7 IMPLEMENTATION ACTION PLAN

A. REPORT ON APPROVAL OF CONTRACT FOR SERVICES AND MEMORANDUM OF UNDERSTANDING

ACTION

The Executive Board is requested to approve the Contract for Services regarding staff consolidation and the Memorandum of Understanding regarding governance.

Attachments: Staff Memo; MTC Mackenzie Memo 20170419; Draft Memorandum of Understanding and Contract for Services 20170411; CalPERS MTC/ABAG Contract for Services; Integrated Regional Planning Department; MTC Legislation and Public Affairs; Policies ABAG Committee Formation, Structure, and Membership; Comment Letters

10. ADJOURNMENT

The next meeting of the ABAG Executive Board will be on May 16, 2017.

Submitted:

/s/ Brad Paul, Acting Secretary-Treasurer

Date Submitted: April 4, 2017

Date Posted: April 19, 2017

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SUMMARY MINUTES (DRAFT)

ABAG Executive Board Meeting No. 423
Thursday, March 16, 2017
Bay Area Metro Center
375 Beale Street, Board Room
San Francisco, California

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ABAG President Julie Pierce, Councilmember, City of Clayton, called the meeting of the Executive Board of the Association of Bay Area Governments to order at about 7:02 p.m.

A quorum of the ABAG Executive Board was present at about 7:02 p.m.

Representatives and Alternates Present

Supervisor Dave Canepa
Supervisor Cindy Chavez
Councilmember Chris Clark
Supervisor David Cortese
Councilmember Lan Diep
Councilmember Pat Eklund
Dir Nicole Elliott, Leg and Gov Affairs
Mayor Leon Garcia
Councilmember Lynette Gibson McElhaney
Supervisor Susan Gorin
Mayor Pradeep Gupta
Supervisor Scott Haggerty
Mayor Barbara Halliday
Supervisor Erin Hannigan
Vice Mayor Dave Hudson
Councilmember Sergio Jimenez
Director William Kissinger *
Mayor Jake Mackenzie
Supervisor Nathan Miley
Supervisor Karen Mitchoff
Councilmember Raul Peralez
Councilmember Julie Pierce
Dir John Rahaim, Planning
Supervisor Belia Ramos
Supervisor Dennis Rodoni
Councilmember Carlos Romero
Dir Todd Rufo, Economic and Workforce Dev
Mayor Greg Scharff
Mayor Trish Spencer

Jurisdiction

County of San Mateo
County of Santa Clara
City of Mountain View
County of Santa Clara
City of San Jose
City of Novato
City of San Francisco
City of American Canyon
City of Oakland
County of Sonoma
City of South San Francisco
County of Alameda
City of Hayward
County of Solano
City of San Ramon
City of San Jose
RWQCB
City of Rohnert Park
County of Alameda
County of Contra Costa
City of San Jose
City of Clayton
City of San Francisco
County of Napa
County of Marin
City of East Palo Alto
City of San Francisco
City of Palo Alto
City of Alameda

Representatives Absent

Supervisor Candace Andersen
Mayor Len Augustine
Councilmember Annie Campbell Washington

Jurisdiction

County of Contra Costa
City of Vacaville
City of Oakland

Councilmember Abel Guillen
Supervisor Dave Pine
Supervisor Norman Yee

City of Oakland
County of San Mateo
County of San Francisco

[* Non-voting Advisory Member]

2. PUBLIC COMMENT

The following individual gave public comment: Ken Bukowski.

3. ANNOUNCEMENTS

President Pierce announced that the Legislative Workshop and Reception is on March 22, 2017, 2:00 p.m., CSAC Conference Center, Sacramento.

4. PRESIDENT'S REPORT

President Pierce reported on the following:

The Executive Board was requested to ratify appointments to the Governing Board of the San Francisco Bay Restoration Authority under the Consent Calendar.

5. ACTING EXECUTIVE DIRECTOR'S REPORT

There was no Acting Executive Director's report.

Members requested a status update on Plan Bay Area and the Environmental Impact Review.

Miriam Chion, ABAG Planning and Research Director, reported that the draft Plan Bay Area is being completed for release and that more work is to be done on the Environmental Impact Review.

6. CONSENT CALENDAR

Chris Clark, Councilmember, City of Mountain View, requested that Item 6.B., Committee Appointments, be pulled from the Consent Calendar.

The following individual gave public comment: Pat Showalter, Councilmember, City of Mountain View.

Members discussed the appointments to the Governing Board of the San Francisco Bay Restoration Authority.

President Pierce recognized a motion by Jake Mackenzie, Councilmember, City of Rohnert Park, which was seconded by Dave Hudson, Vice Mayor, City of San Ramon, to approve the Consent Calendar, including the ratification of committee appointments.

There was no discussion.

There was no public comment.

The aye votes were: Canepa, Chavez, Clark, Diep, Eklund, Elliot, Garcia, Gibson McElhaney, Gorin, Gupta, Halliday, Hannigan, Hudson, Jimenez, Mackenzie, Miley, Mitchoff, Peralez, Pierce, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer.

The nay votes were: None.

Abstentions were: None.

Absent were: Andersen, Augustine, Campbell Washington, Cortese, Guillen, Haggerty, Pine, Yee.

The motion passed unanimously.

A. Approval of Executive Board Summary Minutes of Meeting No. 422 held on February 16, 2017

The ABAG Executive Board approved its Summary Minutes of the meeting on February 16, 2017.

B. Ratification of Committee Appointments

The Executive Board ratified the following committee appointments:

San Francisco Bay Restoration Authority Governing Board

Dave Pine, Supervisor, County of San Mateo—Chair

John Gioia, Supervisor, County of Contra Costa—East Bay

Vinnie Bacon, Councilmember, City of Fremont—South Bay

Susan Gorin, Supervisor, County of Sonoma—Bayside City/County/Park District

C. Ratification of the Submittal of the Proposal to the California Energy Commission as the Program Administrator for the Statewide Benchmarking Collaborative Project

The Executive Board ratified the submittal of the proposal by ABAG to the California Energy Commission as the Program Administrator for the Statewide Benchmarking Collaborative Project, and, if approved, authorized the ABAG Acting Executive Director to enter negotiations and execute the necessary agreements in an amount not to exceed \$2 million.

D. Authorization to Enter into New Contract with Canopy for the *Healthy Watersheds, Resilient Baylands* Project

The Executive Board authorized the Acting Executive Director or designee to enter into a new Subrecipient Agreement with Canopy for the *Healthy Watersheds, Resilient Baylands* Project in the amount not to exceed \$38,000.

E. Ratification of Website Support Contract Modification No. 7 with San Francisco Estuary Institute

The Executive Board ratified Contract Modification No. 7 to the agreement with San Francisco Estuary Institute to provide website support to San Francisco Estuary Partnership in the amount of \$57,000 for the contract term from March 1, 2011 through September 30, 2017.

F. Approval of ABAG Management Pay Schedules and Monthly Salary Schedule for Represented Staff

The Executive Board approved the ABAG Management Pay Schedule listing existing management salaries and ABAG Monthly Salary Schedule listing existing represented staff salaries.

7. ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE REPORT

President Pierce reported on committee activities, including the following: approved summary minutes of meeting on January 19, 2017; received report on Housing Bills, including AB 71 (Chiu), Taxes: Credits: Low-income housing: allocation increase—watch; AB 73 (Chiu), Planning and Zoning: Housing sustainability districts—watch; AB 74 (Chiu), Housing for a Healthy California Program—watch; AB 1423 (Chiu), Housing data—watch, seek amendments; SB 2 (Atkins), Building Homes and Jobs Act—watch; SB 3 (Beall), Affordable Housing Bond Act of 2018—support; SB 540 (Roth), Workforce Housing Opportunity Zone—watch; SB 35 (Wiener), Planning and Zoning: Affordable housing: Streamlined approval process—watch; received report on Water Bills Savings Act, SB 564 (McGuire), Joint powers authorities: Water Bill Savings Act—support.

President Pierce further reported as follows: received report on legislation, including the following AB 18 (Garcia), California Clean Water, Climate, and Coastal Protection and Outdoor Access for All Act of 2018—support; AB 30 (Caballero), Planning and Zoning: Specific plan: Housing—watch; AB 59 (Thurmond), Local Housing Trust Fund Matching Grant Program—watch; AB 184 (Berman), Sea level rise planning: Databases—watch; AB 358 (Grayson), Regional economic development areas—watch; AB 890 (Medina), Local land use initiatives: Environmental review—watch; AB 915 (Ting), Planning and zoning: Housing—watch; AB 932 (Ting), Housing: Affordable housing—watch; AB 1086 (Daly), Local government: Housing—watch; AB 1397 (Low), Local planning: Housing element: Inventory for land for residential development—watch; AB 1404 (Berman), California Environmental Quality Act: Categorical exemption: Infill development—watch; AB 1433 (Wood), Climate Adaptation and Resilience Based on Nature Act—watch; AB 1585 (Bloom), Planning and zoning: Affordable housing: Single application—watch; SB 5 (De Leon), California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018—watch; SB 435 (Dodd) Williamson Act: payments to local governments—watch.

President Pierce further reported as follows: received report on development of joint ABAG and MTC statement of housing principles from Rebecca Long, MTC Government Relations Manager; received report on Legislative Workshop and Reception.

President Pierce recognized a motion by Dave Hudson, Vice Mayor, City of San Ramon, which was seconded by Karen Mitchoff, Supervisor, County of Contra Costa, to approve the committee report.

There was no discussion.

There was no public comment.

The aye votes were: Canepa, Chavez, Clark, Diep, Eklund, Elliot, Garcia, Gibson McElhaney, Gorin, Gupta, Halliday, Hannigan, Hudson, Jimenez, Mackenzie, Miley, Mitchoff, Peralez, Pierce, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer.

The nay votes were: None.

Abstentions were: None.

Absent were: Andersen, Augustine, Campbell Washington, Cortese, Guillen, Haggerty, Pine, Yee.

The motion passed unanimously.

Members discussed SB 35 and local control.

8. ABAG FINANCE AND PERSONNEL COMMITTEE REPORT

Committee Chair Karen Mitchoff, Supervisor, County of Contra Costa, reported on committee activities, including the following: approved summary minutes of meeting on January 19, 2017; received report on financial reports for January 2017; received report on payment of membership dues for Fiscal Year 2016-2017; received report on audited financial statements for Fiscal Year 2015-2016; received report on proposed new Joint Powers Authority—ABAG Finance Authority; held Closed Session on Conference with Labor Negotiators, Employee organization: SEIU Local 1021; held Closed Session on Public Employee Appointment, Title: Post Consolidation Legal Counsel.

President Pierce recognized a motion by Karen Mitchoff, Supervisor, County of Contra Costa, which was seconded by Greg Scharff, Mayor, City of Palo Alto, to approve the committee report.

There was no discussion.

There was no public comment.

The aye votes were: Canepa, Chavez, Clark, Diep, Eklund, Elliot, Garcia, Gibson McElhaney, Gorin, Gupta, Halliday, Hannigan, Hudson, Jimenez, Mackenzie, Miley, Mitchoff, Peralez, Pierce, Rahaim, Ramos, Rodoni, Romero, Rufo, Scharff, Spencer.

The nay votes were: None.

Abstentions were: None.

Absent were: Andersen, Augustine, Campbell Washington, Cortese, Guillen, Haggerty, Pine, Yee.

The motion passed unanimously.

9. REPORT ON PLANNING AND RESEARCH OVERVIEW

Miriam Chion, ABAG Planning and Research Director, and Duane Bay, ABAG Assistant Planning Director, presented an overview of the Planning and Research Department, including describing how it fulfills its legal mandates, serves our cities, and brings new knowledge and innovation, and sought input on actions needed to ensure continuity for current planning work, meet its legal mandates, and identify greatest opportunities for the Council of Governments in the staff consolidation.

Members acknowledged staff for their planning and research work; and discussed continuing work in the merged agencies, Council of Government responsibilities, value of good planning, land use and transportation planning, complete communities, housing and jobs imbalance, merging work philosophies and integrating work, organizational development.

The following individual gave public comment: JoAnna Bullock, ABAG Senior Regional Planner.

10. REPORT ON ABAG/MTC OPTION 7 IMPLEMENTATION ACTION PLAN

A. REPORT ON CONTRACT FOR SERVICES

B. REPORT ON MEMORANDUM OF UNDERSTANDING

Brad Paul, ABAG Acting Executive Director, reported on the Contract for Services and the Memorandum of Understanding, including key dates and schedule; overview of final

documents; Contract for Services; Memorandum of Understanding; employment transition plan; consolidated staff organizational chart; and budget and work plan.

The following individuals gave public comment: Ken Bukowski; Atti Williams, ABAG IT Operations Manager; Lee Huo, Bay Trail Planner and SEIU Local 1021 Chapter President; James Muller, SFEP Environmental Planner and SEIU Local 1021 Chapter.

Members requested that the staff comments be entered into the record. [See attachments.]

The following individuals gave public comment: Gillian Adams, ABAG Senior Regional Planner; Ada Chan, ABAG Regional Planner; Bobby Lu, ABAG Regional Planner; Mark Shorrett, ABAG Senior Regional Planner; Ben Botkin, Water Trail/Bay Trail Planner; JoAnna Bullock, ABAG Senior Regional Planner; Julio Corral, SEIU 1021; Leah Zippert, ABAG Senior Communications Officer.

Paul commented on Communications staff work and consolidated staff organizational chart.

Courtney Ruby, ABAG Finance and Administrative Services Director, commented on employee parity issues, vacation leave, staff organizational chart, organizational development workshops.

Members discussed document approval process, integrated Planning Department, employment issues, ABAG resolution and principles, General Assembly approval of Contract for Services and Memorandum of Understanding; employee equity and parity and career path issues; represented and executive staff; written information from employees and staff response; staff participation at meetings; ABAG and MTC planning staffs differences over Plan Bay Area and Board control over staff; dispute resolution; trust among ABAG and MTC elected officials; ABAG retiree benefits; governance; organization as employer of choice; organizational chart; service to Bay Area and its residents; land use and collaborative decision making; independent housing program; ABAG staff managing ABAG programs; additional time for process, clarification of intentions, contracting services from MTC, and integrating services; equity and fairness in treating employees; management staff direction; Ad Hoc Committee documents and comments review.

The Executive Board entered into Closed Session at about 10:15 p.m.

11. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Brad Paul, Acting Executive Director; Kenneth Moy, Legal Counsel; Courtney Ruby, Finance and Administrative Services Director; Marti Paschal, Interim Assistant Director of Administrative Services

Employee organization: SEIU Local 1021

The Executive Board returned into Open Session at about 10:30 p.m.

President Pierce announced that no reportable action was taken in Closed Session.

12. ADJOURNMENT

President Pierce adjourned the meeting of the ABAG Executive Board at about 10:30 p.m.

The next meeting of the ABAG Executive Board will be on April 20, 2017.

Submitted:

/s/ Brad Paul, Acting Secretary-Treasurer

Date Submitted: April 6, 2017

Approved:

For information or to review audio recordings of ABAG Executive Board meetings, contact Fred Castro, Clerk of the Board, at (415) 820 7913 or FredC@abag.ca.gov.

Attachment

DATE: March 16, 2017

TO: ABAG Executive Board

FROM: JoAnna Bullock, ABAG Senior Planner

RE: Integration with MTC: Senior to Principle classification

I am JoAnna Bullock and I have been at ABAG. My colleague Hing Wong has been with ABAG for 32 years.

We are two of seven ABAG senior planners. My understanding is after the integration, MTC's senior planners will become principles. Four of ABAG seniors will also become principles. I was informed I will not become a principle and Hing will not become a principle.

I was told the criteria to become a principle is supervising staff. I then learned three of the seven MTC seniors that will become principles do not supervise staff. The justification provided is that the three seniors previously supervised staff but business needs changed.

This is troubling because I also once supervised staff and still manage a significant portion of staff work. Hing supervises ABAG's interns.

ABAG staff is being subjected to a supervisorial criteria that MTC staff is not being subjected to. If criteria is not applicable to everyone, it is not criteria and it appears discriminatory.

Age, race, and gender are classes protected by Federal Equal Employment Opportunity Laws that prohibit discrimination in job classification, promotion, assignment, and compensation.

I am requesting that the board take action to resolve this matter in a fair and equitable manner and to look closely at the parity and diversity issues associated with the integration with MTC.

The classification consultant issued a report that basically put the entire planning staff under existing MTC staff. The first organization chart did the same. ABAG staff was told the integration would be a collaborative process. We do not feel it has been.

Authenticity and transparency are imperative in any negotiation process. We are speaking this evening because we want to ensure you know what is transpiring and that staff has grave concerns about the process.

We ask you the board to take action to protect the mandates of ABAG and to protect the people that execute the mandates.

Attachment

As members of the ABAG planning and research department, we strongly support the principles for the merger process that you adopted:

1. Negotiate a merger as equal partners;
2. Commit to preserving ABAG's unique programs and voice; and
3. Incorporate ABAG's collaborative and inclusive culture.

We would like to share some suggested steps the Executive Board can take to ensure that the programs that fulfill ABAG's mission remain on a strong footing and continue to meet the region's needs.

- **Collaboration with local governments is essential to identifying and implementing successful land use and housing solutions.** We support the addition of the language in Section 2 of the Contract for Services about the importance of local partners and encourage you to include more detailed language to ensure that this principle is implemented in our work going forward.
- We encourage you to review the planning department organization chart, once it becomes available, to **ensure that the land use and housing issues critical to the region's future are given proper attention, staff support, and resources in the merged planning department.**
- The current merger process has focused on the immediate needs related to the staff consolidation. **To ensure the long-term continuity of ABAG's programs and major work products, such as Plan Bay Area and RHNA, we encourage you to include a more detailed multi-year work plan and budget in the Contract for Services.**
- **Ensure parity between MTC and ABAG staff by establishing a more equitable transition to MTC's classification structure.** With the significant pay differential between ABAG and MTC, assigning ABAG staff to steps or grade-levels within a classification based solely on their current salary plus a percentage needed to ensure there is no pay/benefit loss, will put many ABAG staff in the position of taking backward steps in their career paths, especially staff at- or near- the top of their current class. In order to have equitable and collegial relations in an integrated organization moving forward, tenure, experience, and level of responsibility must be taken into consideration in locating ABAG staff within classifications at MTC.

ABAG SEIU 1021 Chapter Comments at ABAG Board Meeting 3-16-17

Prepared and read by James Muller, chapter Vice President

I would like to expand on Lee's comments regarding some of the final unresolved concerns our members have expressed to management and the Employee Representation Group.

All of these concerns revolve around the issue of Parity and Equity.

1. Service time in our current classification
 - a. MTC's promotional structure requires, in some cases, that an employee serves a number of years within their given classification before they can be considered for a promotion into a new classification. We would like to ensure that our tenure in our current classifications is applied to these time requirements once we are in MTC's system.
2. Top of Class
 - a. We have a number of individuals that are currently at the top of their classification. Some have been at the top of their class for over 5 years. These individuals that are at the top of their classification should be considered for assignment into a higher classification at MTC.
3. Level Parity
 - a. This final parity issue is one of the most concerning and includes every ABAG SEIU 1021 Union member. In public service, our career develops over time and is reflected in the progression through classifications and steps within those classifications. These yearly merit increases acknowledge that the employee is getting to know the agency better, can perform job duties more efficiently and effectively, and that the employee is a bank of institutional knowledge that serves the agency. These career paths are well documented at ABAG.
 - b. As we approach the finish line, we have found that our placement within MTC's classifications may not mirror our current career path at ABAG. By that, I mean that if we are currently in the middle of the steps within our classification at ABAG, we could be placed at the bottom of the equivalent classification at MTC so long as we didn't suffer a net loss in pay due to the differential in benefit costs. The fact that we could be disenfranchised of our career path simply because ABAG has traditionally paid less than MTC is untenable.
 - c. The ability of every Union Member to pursue their career goals is at stake in this process. If these career paths are not honored at MTC, some may choose to find a new home for their career where their skill sets are acknowledged rather than taken advantage of. We ask that this body acknowledge, honor, and work towards protecting

Attachment

our careers that many of us have spent decades cultivating and to ensure that our career paths are mirrored as our levels within MTC's classifications are being determined.

Thank you!

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**Association of Bay Area Governments
Executive Board
Thursday, March 30, 2017
Project Review**

3.1 Federal Grant Applications Being Transmitted to the State Clearinghouse

The following federal grant applications which have been transmitted to the state clearinghouse by the applicants, have been entered into the regional clearinghouse by ABAG staff. These applications were circulated in ABAG's Intergovernmental Review Newsletter since the last Executive Board meeting. No comments were received on these projects. If the Executive Board wishes to take a position on any of these projects, it should so instruct the staff.

SAN MATEO COUNTY

Applicant: Marin County Transit District DBA Marin Transit
Program:
Project: Urbanized Area Formula Program (5307)
Description: Marin Transit will provide ADA paratransit service (\$271,916); replace paratransit vehicles (\$218,940) and replace paratransit vehicles with vans (\$85,280). 5307 UZA-San Francisco-Oakland

Cost:	Total	\$710,895.00	Federal	\$576,136.00	State:	
			Applicant		Local	\$134,759.00
					Other	

Contact: Lauren Gradia
ABAG Clearinghouse Number 16561

**Association of Bay Area Governments
Executive Board
Sunday, April 30, 2017
Project Review**

3.1 Federal Grant Applications Being Transmitted to the State Clearinghouse

The following federal grant applications which have been transmitted to the state clearinghouse by the applicants, have been entered into the regional clearinghouse by ABAG staff. These applications were circulated in ABAG's Intergovernmental Review Newsletter since the last Executive Board meeting. No comments were received on these projects. If the Executive Board wishes to take a position on any of these projects, it should so instruct the staff.

Impact Area	MULTI-COUNTY				
Applicant:	Association of Bay Area Governments				
Program:	FY17 and FY18 Region 9 Wetland Program Development Grants				
Project:	Bay Area Wetlands Regional Monitoring Program Plan				
Description	Bay Area Wetlands Regional Monitoring Program Plan				
Cost:	Total	\$370,993.33	Federal	\$278,245.00	State: \$92,748.33
			Applicant		Local
					Other
Contact:	Caitlin Sweeney (510) 622-2362 ABAG Clearinghouse Numbe 16591				

To: Executive Board
Fr: Kenneth Moy, Legal Counsel 
Dt: April 12, 2017
Re: Revision to Executive Board Resolution 17-16 – Exchange of Real Property Interests

Summary and Requested Action: For the reasons set forth below, Bank of the West has requested that Resolution 17-16 be revised as described below.

On December 15, 2016, the Executive Board adopted Resolution 16-17 which “authorizes the Acting Executive Director, or his designee, with the approval of ABAG's Legal Counsel, to execute all documents and take all actions reasonably necessary, to effectuate the exchange of the ABAG [condominium unit at 101 8th Street, Oakland] for a condominium unit at 375 Beale Street Unit, San Francisco]”. ABAG has a line of credit with Bank of the West secured by a deed of trust on the Oakland unit and has asked the bank to continue the line of credit. To do so, the bank needs to reconvey the deed of trust on the Oakland Unit and record a new deed of trust on the San Francisco unit. The bank has asked that Resolution 16-17 be revised to explicitly name Brad Paul as the Acting Executive Director.

**ASSOCIATION OF BAY AREA GOVERNMENTS
EXECUTIVE BOARD**

REVISED RESOLUTION NO. 17-16

AUTHORIZING EXCHANGE OF REAL PROPERTY INTERESTS

WHEREAS, the Association of Bay Area Governments (ABAG) owns a condominium interest (ABAG Unit) located at the Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland; and

WHEREAS, the Bay Area Headquarters Authority (BAHA) had acquired certain improved real property then commonly known as 390 Main Street, San Francisco, California (and subsequently re-designated as 375 Beale Street) (Property) with the intent to redevelop the property into three (3) separate condominium units; and

WHEREAS, ABAG and BAHA entered into a Memorandum of Understanding, dated as of February 13, 2013 (MOU), wherein ABAG agreed to exchange the ABAG Unit for one of the condominium units created at 375 Beale Street (375 Beale Unit); and

WHEREAS, the MOU included the forms of (a) the Purchase and Sale Agreement and Escrow Instructions with pertinent attachments (PSA) and (b) mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all condominiums and the owners thereof [Covenants, Conditions and Restrictions (CC&Rs)]; and

WHEREAS, BAHA has created the 375 Beale Street Unit in accordance with the terms of the MOU; and

WHEREAS, the substantially final forms of the PSA and CC&Rs have been lodged with the office of ABAG's Legal Counsel and is available for review by ABAG policymakers and members of the public; and

WHEREAS, pursuant to the CC&Rs ABAG may designate a director to represent it on the Board of Directors of the 375 Beale Street Corporation a non-profit mutual benefit corporation incorporated in the State of California, which is responsible for oversight of, and policy regarding the Agency Space in the Property.

**ASSOCIATION OF BAY AREA GOVERNMENTS
RESOLUTION NO. 17-16**

NOW, THEREFORE, BE IT RESOLVED, the Executive Board of the Association of Bay Area Governments hereby:

- (a) authorizes the Acting Executive Director, Brad Paul or his designee, with the approval of ABAG's Legal Counsel, to execute all documents and take all actions reasonably necessary, to effectuate the exchange of the ABAG Unit for the 375 Beale Street Unit; and
- (b) designates the Acting Executive Director as ABAG's representative to the Board of Directors of the 375 Beale Street Corporation.

The foregoing was adopted by the Executive Board this 20th day of April, 2017.

Julie Pierce
President

Certification of Executive Board Approval

I, the undersigned, the appointed and qualified Secretary-Treasurer of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 15th day of December, 2016.

Brad Paul
Acting Secretary-Treasurer

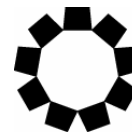
Approved as To Legal Form

Kenneth K. Moy
Legal Counsel

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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

AGENDA

LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE

Special Meeting

Thursday, March 18, 2017, 3:30 p.m. to 5:00 p.m.

Location

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

Committee Members

Scott Haggerty, Supervisor, County of Alameda—*Chair*
Dave Hudson, Vice Mayor, City of San Ramon
Karen Mitchoff, Supervisor, County of Contra Costa
Harry Price, Mayor, City of Fairfield
Greg Scharff, Mayor, City of Palo Alto
David Cortese, Supervisor, County of Santa Clara—*Ex officio*
Julie Pierce, Councilmember, City of Clayton—*Ex officio*
David Rabbitt, Supervisor, County of Sonoma—*Ex officio*

The ABAG Legislation and Governmental Organization Committee may act on any item on this agenda.

Agenda and attachments available at abag.ca.gov

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

1. CALL TO ORDER / ROLL CALL / CONFIRM QUORUM

2. PUBLIC COMMENT

INFORMATION

3. COMMITTEE ANNOUNCEMENTS

INFORMATION

ABAG Legislation and Governmental Organization Committee

April 20, 2017

2

4. APPROVAL OF ABAG LEGISLATION AND GOVERNMENTAL ORGANIZATION COMMITTEE SUMMARY MINUTES OF MEETING ON MARCH 16, 2017

ACTION

Attachment: Summary Minutes of March 16, 2017

5. REPORT ON LEGISLATION

ACTION

Brad Paul, ABAG Acting Executive Director, will report on the following legislation:

[AB 71](#) (Chiu) Taxes: credits: Low-income housing: allocation increase.

[AB 73](#) (Chiu) Planning and zoning: housing sustainability districts.

[SB 2](#) (Atkins) Building Homes and Jobs Act.

[SB 3](#) (Beall) Affordable Housing Bond Act of 2018.

[SB 35](#) (Wiener) Planning and Zoning: affordable housing: streamlined approval process.

[AB 1423](#) (Chiu) Housing data.

[SB 564](#) (McGuire) Joint powers authorities: Water Bill Savings Act.

[AB 59](#) (Thurmond) Local Housing Trust Fund Matching Grant Program.

[AB 358](#) (Grayson) Regional economic development areas.

[AB 890](#) (Medina) Local land use initiatives: environmental review.

Attachment: Legislation Analysis; Bill Text Letters

6. REPORT ON LEGISLATIVE WORKSHOP AND RECEPTION ON MARCH 22, 2017

INFORMATION

7. ADJOURNMENT

The next meeting of the ABAG Legislation and Governmental Organization Committee will be on May 18, 2017.

Submitted:

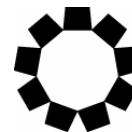
/s/ Brad Paul, Acting Executive Director

Date Submitted: April 18, 2017

Date Posted: April 18, 2017

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

AGENDA

REVISED

FINANCE AND PERSONNEL COMMITTEE

Special Meeting

Thursday, April 20, 2017, 5:00 p.m. to 6:00 p.m.

Location

Bay Area Metro Center
Board Room
375 Beale Street
San Francisco, California

Committee Members

Karen Mitchoff, Supervisor, County of Contra Costa—*Chair*
Greg Scharff, Mayor, City of Palo Alto—*Vice Chair*
Annie Campbell Washington, Councilmember, City of Oakland
Pradeep Gupta, Mayor, City of South San Francisco
Scott Haggerty, Supervisor, County of Alameda
Erin Hannigan, Supervisor, County of Solano
David Cortese, Supervisor, County of Santa Clara—*Ex officio*
Julie Pierce, Councilmember, City of Clayton—*Ex officio*
David Rabbitt, Supervisor, County of Sonoma—*Ex officio*

The ABAG Finance and Personnel Committee may act on any item on this agenda.

Agenda and attachments and webcast available at abag.ca.gov

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

1. CALL TO ORDER / ROLL CALL / CONFIRM QUORUM

2. PUBLIC COMMENT

INFORMATION

3. COMMITTEE ANNOUNCEMENTS

INFORMATION

ABAG Finance and Personnel Committee

April 20, 2017

Page 2

4. APPROVAL OF ABAG FINANCE AND PERSONNEL COMMITTEE SUMMARY MINUTES OF MEETING ON MARCH 16, 2017

ACTION

Attachment: Summary Minutes of March 16, 2017

5. REPORT ON CONTRACTS BETWEEN \$20,000 AND \$50,000

INFORMATION

Attachment: Contracts between \$20,000 and \$50,000

6. UPDATE ON PROPOSAL TO CREATE A NEW CONDUIT FINANCING JOINT POWERS AUTHORITY

ACTION

Staff will present a status report on the proposal to create a new conduit financing Joint Powers Authority, including drafts of the joint powers agreement and bylaws.

Attachments: Staff Memo; Draft Joint Powers Agreement; Draft Bylaws; Proposition 218 Opinion Letter

7. REPORT ON PROPOSED BUDGET AND WORK PROGRAM FOR FISCAL YEAR 2017-2018, INCLUDING MEMBERSHIP DUES

ACTION

Attachments: Staff Memo; Proposed Budget and Work Program for Fiscal Year 2017-2018; Work Plan Communications; Work Plan Planning

8. ADJOURNMENT

The next regular meeting of the ABAG Finance and Personnel Committee is on May 18, 2017.

Submitted:

/s/ Courtney Ruby, Finance and Administrative Services Director

Date Submitted: April 4, 2017

Date Posted: April 19, 2017

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: April 19, 2017

To: ABAG Executive Board via
ABAG Finance and Personnel Committee

From: Brad Paul, Acting Executive Director

Re: **Review of Documents Related to Staff Consolidation**

This memo summarizes the documents that will be before you for action on April 20th, including a redlined version of the MOU and Contract for Services (CS) that incorporate the changes made on March 24th by the Joint MTC Planning Committee and ABAG Administrative Committee (Joint Committee), and the changes recommended by the MTC Executive Committee at its April 18th meeting.

Key Documents

Last week, staff sent out an agenda and attachments for the Executive Board's April 20th meeting earlier than usual to give Board members a chance to read the rather lengthy, narrative portion of the 2017-2018 Budget and Work Plan and reread the latest version of the MOU and Contract for Services plus attachments. At that time, staff indicated that, working with MTC, we were still assembling some of the key budget data for the budget portion of the 2017-2018 Budget and Work Plan and would be sending that to you this week. That budget data will be incorporated in the posted 2017-2018 Budget and Work Plan tomorrow morning.

We have attached a recent letter from CalPERS that we will discuss in more detail later in this memo. Below is a list of all the documents you now have to review with several that we are attaching today highlighted in bold. These include:

1. **Contract for Services**. Redlined version showing changes recommended by the Joint Committee at its March 24th meeting. Includes the following attachments:

- Exhibit A: ABAG's statutory authority & ABAG Bylaws
- Exhibit B: Employment Transition Plan
- Exhibit B2: MTC Vacation Accrual Chart
- Organizational Chart for New Consolidated Staff

2. Memorandum of Understanding (MOU). Redlined version showing major change recommended at March 24th Joint Committee meeting.

Review of Documents Related to Staff Consolidation

April 19, 2017

Page 2

3. Annual Budget & Work Plan

4. Additional related materials:

- **March 28th letter from CalPERS**
- **Integrated Regional Planning Program Org Chart**
- **Org Charts (2) covering staff engaged in Member Services**
- **Policies on ABAG Committee Formation, Structure and Membership**

Staff believes the above referenced 2017-2018 Budget and Work Plan provides you with the tools you need to monitor the Contract for Services and determine if the consolidated staff is delivering on services you've contracted with MTC to provide. It also clearly explains what the Council of Governments does for the region and the value ABAG programs add to the cities, counties and stakeholders ABAG represents.

On March 24th, at Commissioner Jim Spering's request, MTC Chair Jake Mackenzie called an MTC Executive Committee on April 18th to further discuss the policy issues discussed at the March 24th Joint Committee meeting. Today, Chair Mackenzie wrote a letter to ABAG President Julie Pierce describing those proposed changes and requesting that the ABAG Executive Board consider approving these revisions at the April 20th Executive Board meeting. A copy of Chair Mackenzie's letter is attached.

Potential Revisions for Consideration

Staff believes that two of the proposed MTC Executive Committee recommendations represent fairly simple clarifications of language contained in the draft MOU and CS in your board packet. One involves adding a clarifying sentence at the end of Section 4, page 3 of the MOU stating: Both parties retain the sole individual discretion to decide whether on not to merge the two governing boards.

The other occurs in Section 6.7, page 10 of the CS where a phrase is added to the end of Section 6.7 (c) that states: however, in no event shall MTC be responsible for nor assume the obligation to make such payments required under subsection (a) above.

The third proposed change is in Section 4.1, page 7 of the CS where October 31st 2017 is inserted as the deadline to create a successor financing authority for ABAG. Staff believes this is workable given ABAG and MTC's mutual commitment to work as quickly as possible to beat this deadline in order to begin marketing ABAG's new finance authority in September.

The final proposed change is the most substantial. It proposes changes to Section 6, page 3 of the MOU (Selection of Future Executive Director) replacing language in that section (from the March 24th Joint Committee meeting) with the following:

The Executive Director of MTC will continue to serve as the Executive Director of MTC under the Contract for Services between MTC and ABAG. The Executive Director of MTC will also serve as the initial Executive Director of the consolidated staff. If there is a vacancy in the position of the Executive Director prior to a merger of MTC and ABAG, the Chair of MTC will establish an Executive Director interview/selection committee comprised of MTC commissioners who do not serve on ABAG to interview and select a final candidate or candidates who will then

Review of Documents Related to Staff Consolidation

April 19, 2017

Page 3

be presented to an ABAG Ad Hoc review committee should the ABAG President decide in his or her discretion to establish one. The MTC Chair and ABAG President may, in their discretion, appoint themselves and the MTC Vice Chair and ABAG Vice President, respectively, to serve on the respective interview committees and none of the four aforementioned officers shall be deemed ineligible if serving in a dual capacity for each agency. If an ABAG Ad Hoc review committee is appointed, its recommendation will be communicated to the MTC interview/selection committee who will then make a recommendation to the full MTC Commission for the final decision.

Under this scenario, if the MTC Executive Director were to leave within the next two years, both the MTC Chair and the MTC Vice Chair would be individuals that also serve on the ABAG Board.

CalPERS Issues

Given the complications and uncertainty created by the CalPERS March 28th letter, ABAG has retained legal and policy experts to help us navigate this complex situation in order to provide staff, retirees and the Board with sufficient information and assurances that they are comfortable with the staff consolidation. In anticipation of this problem, MTC proposed and the MTC Planning and ABAG Administrative Committees approved the the following language in section 6.1 of the Contract on March 24th:

In the event CalPERS should make a determination contrary to the intent of this Agreement in respect to the common law status of the Transferred Employees, MTC and ABAG agree to make each other whole such that the final financial consequences to each party of the CalPERS determination shall reflect the financial assumptions made at the time the contract was executed.

This language is intended to cover all financial impacts on either agency that could come out of a future CalPERS audit. ABAG and MTC have also been working together to find additional clarifying language to cover any financial impacts on ABAG employees joining the consolidated staff. Based on those recent discussions, we have come up with the following language to add to the above paragraph to address financial impacts on ABAG employees caused by a future CalPERS audit:

If in accordance with such CalPERs determination any Transferred Employees would end up receiving retirement benefits less than what they would receive as MTC employees, effective as of July 1, 2017, MTC will in accordance with the make whole obligations referenced in the first sentence hereof, provide funds to ABAG for distribution to such employees in the manner in which ABAG determines appropriate (provided however that such method of distribution shall provide the most economical solution to the agencies as determined by the outside expert referenced in the last sentence), such that the Transferred Employees are in an equivalent economic position as if they were MTC employees, effective July 1, 2017.

Upon ABAG's receipt of such funds from MTC, the Transferred Employees shall have sole recourse to ABAG, and ABAG will indemnify and hold MTC harmless from any claims of such employees. The determination of any amounts due under this provision from one party to another shall be made by a nationally recognized actuarial entity, selected by mutual agreement of MTC and ABAG.

Review of Documents Related to Staff Consolidation

April 19, 2017

Page 4

The ABAG senior management team is still reviewing this language with the legal and policy experts that we have retained. We have scheduled a consultation for Thursday morning. We may recommend revisions to the Executive Board after the consultation.

Schedule

If the CS and MOU are approved by the Executive Board and Commission this month, the key milestones between now and achieving the staff consolidation at the beginning of the next fiscal year are as follows:

- May-June: Offers and acceptances of employment
- July 1: Transition of employees



ABAG BUDGET & WORK PROGRAM

PROPOSED

FISCAL YEAR **2017-18**

 Association of Bay Area Governments





EXECUTIVE BOARD

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Julie Pierce

Councilmember
City of Clayton

VICE PRESIDENT

David Rabbitt

Supervisor
County of Sonoma

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David D. Cortese

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TREASURER

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Acting Executive Director

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Planning Director, City and County of San Francisco

Belia Ramos

Supervisor, County of Napa

Dennis Rodoni

Supervisor, County of Marin

Todd Rufo

Economic and Workforce Development Director, City and County of San Francisco

Greg Scharff

Mayor, City of Palo Alto

Trish Spencer

Mayor, City of Alameda

Norman Yee

Supervisor, City and County of San Francisco

ADVISORY MEMBERS

William D. Kissinger

Board Member, San Francisco Bay Regional Water Quality Control Board



LETTER FROM THE EXECUTIVE DIRECTOR



BRAD PAUL

Acting Executive Director

The Association of Bay Area Governments (ABAG) fosters collaborative partnerships among local governments in planning for our shared future. Now, there is an opportunity for ABAG to provide a stronger commitment, additional staff, and an expanded financial position to carry out this important work, supporting local governments and our region.

During 2016-2017, we were and are engaged in a significant transition for ABAG. Out of the 2016 General Assembly and the 2016 Special General Assembly, a direction was charted for ABAG and the Metropolitan Transportation Commission (MTC) to conduct a staff consolidation and then to look at changes to the governing bodies for both organizations. The end result of this effort will be two separate and independent organizations with their own statutory requirements, policy positions, programs and services, assets, and debts, with a consolidated staff at MTC serving both organizations.

The staff consolidation process and continuing work activities are well underway with the February 2017 release of a draft Contract for Services between the ABAG Executive Board and MTC. The process has also included fiscal analysis of both organizations and Human Resources and organizational development consultants are providing services toward the transition. Members have been closely involved in the process with additional meetings at the ABAG Executive Board, additional outreach and a Special General Assembly in January 2017. Opportunities for members and stakeholders to get involved will continue through the rest of the fiscal year. More information about the process and activities is available on ABAG's website and is discussed in the ABAG President's message in this document.

ABAG, along with MTC and the Bay Area Air Quality Management District, moved into the new Bay Area Metro Center in May 2016. Plans to bring the San Francisco Estuary Partnership staff and the San Francisco Bay Conservation and Development Commission to the building are in the works.

Fiscal Year 2016-2017 saw work to update *Plan Bay Area* in conjunction with MTC and with the cities, towns, and counties, their local elected officials and residents, and stakeholders that make up the Bay Area. Work on Plan Bay Area 2040 is on-going with adoption of the Plan and EIR estimated in 2017. The plan and the EIR are informed by the relationships developed by ABAG's land-use planners with local jurisdictions and on-going extensive dialogue with stakeholders.

We have been talking about our programs in a new way, as local collaboration programs. ABAG land-use planners are directly assigned on a county-wide basis, and these planning and other program staff have developed collaborative partnerships with policymakers and staff in the Bay Area's cities, towns, and counties.

The local collaboration programs all thrive because of an interconnectedness with ABAG planning staff and connections among the programs themselves. Some of our programs: ABAG PLAN, ABAG Finance Authority, ABAG POWER, Resilience Program, BayREN, San Francisco Bay Trail, and San Francisco Bay Area Water Trail, San Francisco Estuary Partnership, and the San Francisco Bay Restoration Authority were not often discussed at the ABAG Executive Board, as they may be governed through a separate board or committee. They might not be as well-known as ABAG's planning work, which is the foundation for the organization and the path that all these programs follow, developing and maintaining a connection with policymakers and staff in the Bay Area's cities, towns, and counties.

Key to the future of ABAG, regional planning, and the local collaboration programs is the great work that the staff do, working with the communities of the Bay Area. The details of all of ABAG's programs and activities are contained in this Budget and Work Program and on our website. Please contact me or staff if you have any questions. bradp@abag.ca.gov



LETTER FROM THE PRESIDENT



JULIE PIERCE

ABAG President
Councilmember, City of Clayton



DAVID RABBITT

ABAG Vice President
Supervisor, County of Sonoma

“I want to thank our ABAG staff at all levels for their continued tireless support.”

During this time of transition with staff consolidation, our responsibility is to assure that ABAG continues to provide services that support the Bay Area’s local governments, now and in the future. As work on the staff merger continues, we are committed to creating a better regional agency, one that is more efficient, stronger, and has a greater potential to provide more effective programs and services to the members that we serve and the nearly seven million people that live in the Bay Area.

During 2016-2017, the Executive Board was focused on preparing for the staff consolidation and developing the structure and the documents that govern the implementation: the contract to consolidate staff functions under one executive director (CS) and the memorandum of understanding regarding potential future new governance options (MOU). These contracts are between the ABAG Executive Board and the Metropolitan Transportation Commission and will codify how the combined staff will continue to provide services that support the Bay Area’s local governments.

Additionally, the agencies adopted an Implementation Action Plan to guide the staff consolidation. Senior staffs have been working diligently to develop the draft CS with extensive input from ABAG and MTC policy bodies. To strengthen the process, an Ad Hoc Committee of the Administrative Committee of the Executive Board was formed to provide feedback on staff consolidation tasks. Members include both myself and Vice President Supervisor David Rabbitt, South San Francisco Mayor Pradeep Gupta (Chair of ABAG’s Regional Planning Committee), Novato Mayor Pat Eklund, Palo Alto Mayor Greg Scharff and San Jose Councilmember Raul Peralez.

Since regional land use planning and local governments are directly represented in the ABAG governance structure, we held a Special General Assembly on January 30, 2017 to provide a forum for local jurisdictions and other stakeholders to directly participate in this discussion. The upcoming General Assembly as well as the Administrative Committee and Executive Board meetings are other opportunities to work together with all of you as we study this new framework for regional governance. These meetings are identified on the ABAG website.

Much was also accomplished last year on Plan Bay Area 2040. On-going, extensive dialogue with local elected officials, local staff, and stakeholders has begun and will continue this spring as we move towards passing the update in summer 2017. There will be many opportunities for stakeholder and local government participation. We look forward to this continuing conversation as we plan together for the Bay Area of the future that our children and grandchildren will enjoy.

I want to thank our ABAG staff at all levels for their continued tireless support. During the staff consolidation process, the Executive Board and I have committed and re-committed to protecting both current employees and ABAG retirees. Making sure that employees are made whole and maintaining retirees’ earned benefits is the right thing to do.

Staff continues to provide the exceptional high level of expertise and service that we members have come to expect, even during this transitional time. I am sure that this dedication to excellent work will continue once the staff merger is complete. This is an opportunity to enhance what the regional agencies provide for all member jurisdictions and the staff are an integral part of those services.

Working together as a region, we can do great things for the future of our Bay Area.



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** After integration, Planning and Research will be the Integrated Regional Planning Program*





01

ABOUT ABAG

HIGHLIGHTS

- Founded in 1961 as the State's first Council of Governments to provide a forum for local elected officials to discuss topical issues that transcend town, city, and county borders.
- Fifty-five+ years later, ABAG provides a range of regional planning activities and services from the Local Collaboration Programs to towns, cities, and counties of the San Francisco Bay Area.
- Established as a Joint Powers Authority, each member jurisdiction is directly represented in the General Assembly, the governing body.

INTRODUCTION



As the San Francisco Bay Area's regional Council of Governments, the Association of Bay Area Governments (ABAG) provides a range of services to its member cities, towns, and counties.

ABAG was created in 1961, to provide a forum for local elected officials to discuss topical issues, specifically around regional planning and in later years, services. ABAG was the first Council of Governments established in California.

Recognizing that community issues transcend local boundaries, ABAG now examines issues of regional and local concern addressing planning and research needs related to land use, environmental, and water resource protection; disaster resilience and energy efficiency; provides risk and claims management; and financial services to local counties, cities, and towns.

ABAG is a joint powers authority and membership is comprised of the 101 cities and towns and the nine counties of the San Francisco Bay Area. Elected officials from each serve as governance for the organization. Organizational and governance charts are included in this document on the following pages.

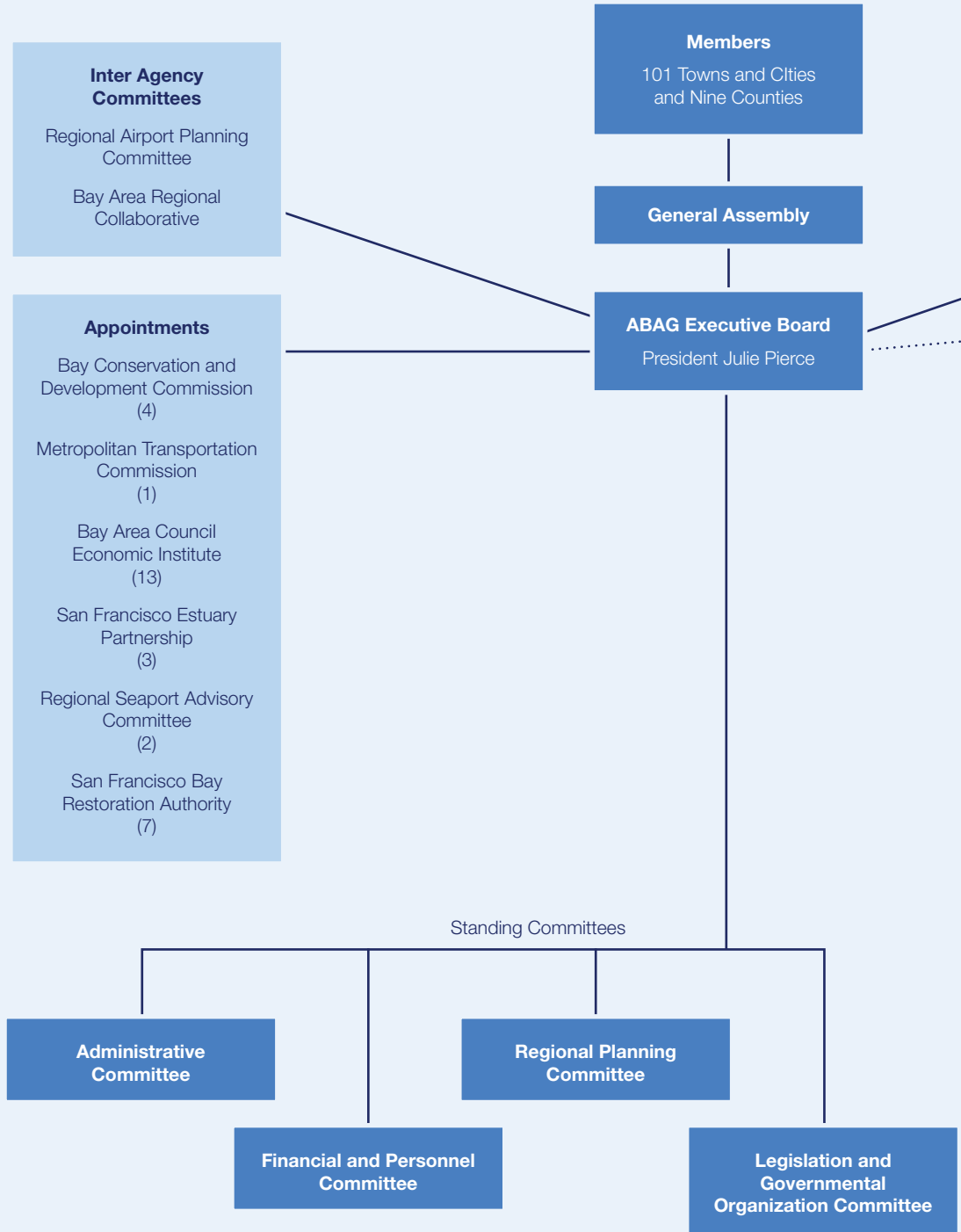
As described in the President's and Executive Director's messages, ABAG and MTC are entering into (1) a contract to consolidate staff functions under one executive director (CS) and (2) a memorandum of understanding regarding new governance options (MOU).

As of July 1, 2017, the ABAG staff is expected to merge with MTC. ABAG and MTC will remain separate governance entities with their own statutory authorities and responsibilities, policy positions, assets, liabilities, revenues, and debts; as will the Local Collaboration Programs. The consolidated staff will serve both organizations.

This document, the Budget and Work Program, contains the details of the programs and services provided in 2016-2017 and the planned activities and budget for 2017-2018. Additional information is provided at www.abag.ca.gov. If you do not find the information you need in this 2017-2018 Budget and Work Program, please contact ABAG President Julie Pierce or Acting Executive Director Brad Paul.

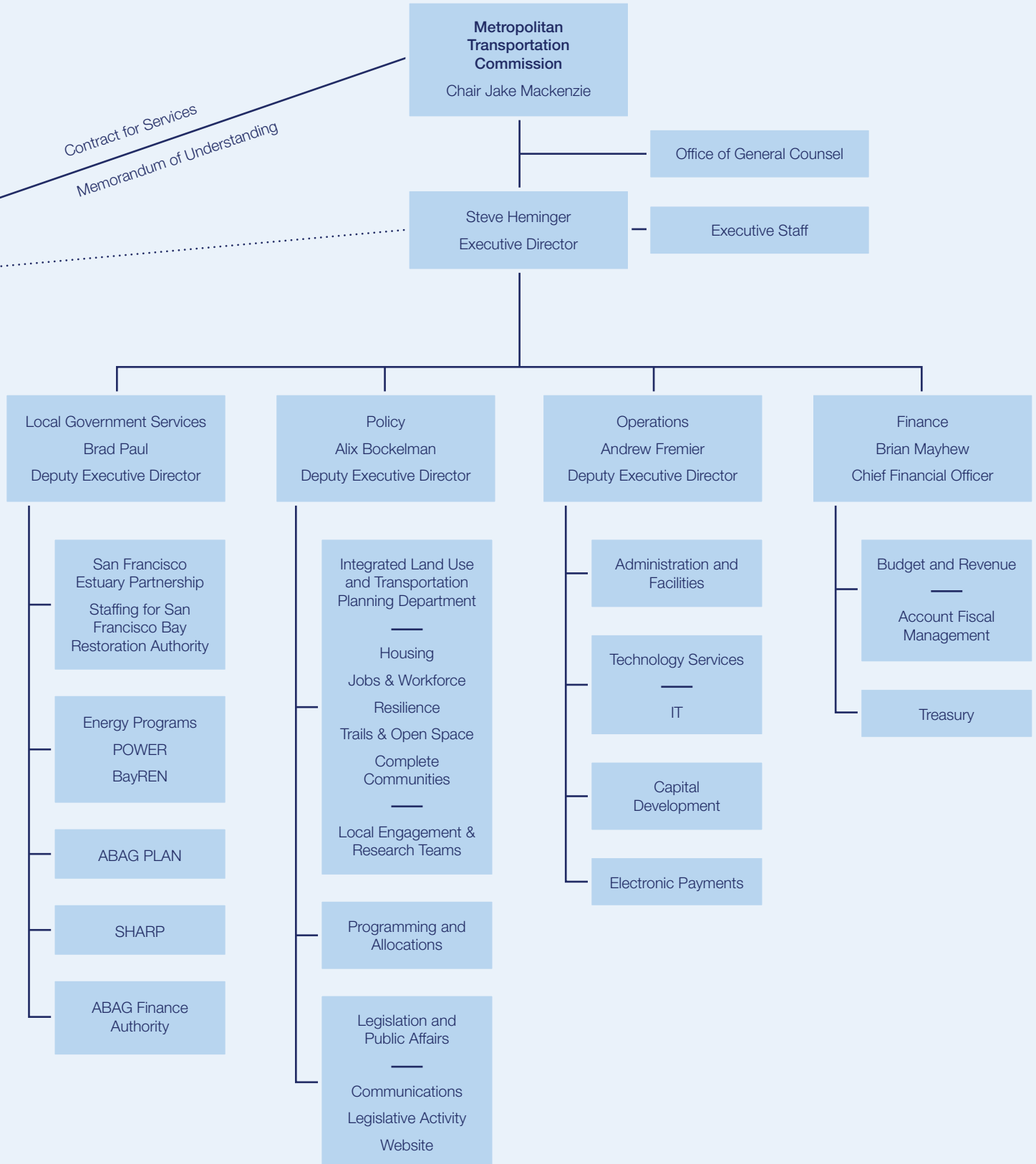


GOVERNANCE CHART





CONSOLIDATED ORGANIZATIONAL CHART





02

PLANNING AND RESEARCH*

HIGHLIGHTS

- Supports Bay Area's diverse communities with regional planning services
- Long term relationships created at the regional and at the local level with elected officials and staff of towns, cities, and counties

PROGRAM OVERVIEW

Five interconnected programs supported by local engagement and research teams

THE PROGRAMS

Housing, Jobs and Workforce, Complete Communities, Resilience, and Open Space and Trails offer much for local governments

THE TEAMS

- Research and Local Engagement provides substantial knowledge and innovation
- Local collaboration is an essential dimension of the planning and research programs
- Research Team provides the analytic tools and data to support Bay Area regional and local planning

**After integration, Planning and Research Department will be the Integrated Regional Planning Program (Integrated Planning Program). In discussion of activities in fiscal year 2016-2017, the Planning Program will be referred to as ABAG Planning and Research.*

INTRODUCTION

Research	 Housing	1. Regional Housing Needs Allocation (RHNA)* 2. Plan Bay Area land use pattern*	3. Best practices, & funding strategies 4. Housing needs and production analysis
	 Jobs & Workforce	1. Regional growth forecast* 2. Regional Economic Development District	3. Priority Production Areas
	 Resilience	1. Natural disaster preparation and recovery 2. Safe housing & communities	3. Resilient regional infrastructure and water
	 Trails & Open Space	1. Bay Trail & Water Trail* 2. Plan Bay Area open space*	3. Priority Conservation Areas (PCAs) 4. SF Bay Restoration Authority*
	 Complete Communities	1. Priority Development Areas (PDAs) 2. Placemaking	3. Planning grants & local technical support 4. Corridors & Centers
Local Engagement			

* ABAG legal mandate

Other planning services created through Executive Board Action

As the San Francisco Bay Area's Council of Governments, ABAG has focused on creating a collaborative regional land use planning process that supports our valuable assets: cultural diversity, technological innovation, and natural resources. Building upon this collaborative platform, the 2017-18 work program integrates MTC's staff and resources to serve the needs of the Bay Area's diverse communities. Transportation expertise and funding can strengthen the work of ABAG's Council of Governments on housing, infrastructure and land use. Planning and Research programs will continue to support the preservation of our open space and the vitality of our diverse economy. Recognizing these resources, today, concerted efforts will be essential to address our substantial housing challenges. While the Bay Area has experienced substantial and successful job growth for more than seven years, the majority of our workers have experienced lower wages along with limited and unaffordable housing, which in turn is triggering substantial congestion and longer commutes. These challenges are compounded by the aging of infrastructure, climate change, and the probability of a major earthquake. Housing our population requires a comprehensive local and regional approach on complete communities, where new residential buildings provide adequate affordability and are supported by access to transit, food, schools, services, and open space.

Based on an understanding of these assets and challenges, the work program for the ABAG Planning and Research Department has been organized into five comprehensive and interconnected programs and two teams that provide an institutional platform of knowledge and innovation to serve the Bay Area's towns, cities, and counties. After July 1, 2017, this work will continue via the Integrated Regional Planning Program (Integrated Planning Program). Today, our five programs include: Housing, Jobs and Workforce, Complete Communities, Resilience, and Open Space and Trails. In order for staff to be responsive to the needs of cities and provide substantial knowledge and innovation, these five programs have been shaped by two major cross-cutting teams: Local Engagement and Research. Local Engagement provides specific input on local priorities such as housing investment needs, support for middle-wage jobs, technical assistance on soft-story buildings, completion of trails, design of public space, or earthquake resilience. The programs are also well informed with a solid data foundation on economic, demographic, and land use trends as well as state of the art analytical tools.

INTRODUCTION



SECTION 02

PLANNING AND RESEARCH



Conducted across the work program and essential to Plan Bay Area, the planning work mainstay is the locally designated Priority Development Areas (PDAs) and Priority Conservation Areas (PCAs). These areas solidify local input into regional planning. The PDAs are places of focused growth that make good use of existing public infrastructure, offer more mobility choices, and strengthen local history and culture. The PCAs recognize jurisdictions' high priority for preserving the natural environment and creating healthy communities. These two area types will soon be complemented by Priority Production Areas, a third program being developed in response to local requests. The current Plan Bay Area update will be completed by Summer 2017. The next Plan Bay Area will be developed in conjunction with the Regional Housing Need Allocation by 2021.

LOCAL ENGAGEMENT TEAM



SECTION 02

PLANNING AND RESEARCH



Planning program staff works closely with staff and elected officials in towns, cities, counties, and partner agencies, and with colleagues in ABAG's local collaboration programs—ABAG Finance Authority, ABAG POWER, BayREN, San Francisco Bay Trail, San Francisco Bay Area Water Trail, and the San Francisco Estuary Partnership.

Local collaboration is also an essential dimension of the planning and research programs. The Regional Planning Committee (RPC) is a platform of dialogue among elected officials and stakeholders to advise the Executive Board on key decisions such as PDAs, PCAs, land use growth allocation or Regional Housing Need Allocation (RHNA). The RPC hosts three sub-committees with specific tasks: Housing, Economic and Workforce Development, and Resilient Infrastructure. In addition, the planning and research department is an integral part of the ABAG General Assembly (GA) and the Delegate Meetings as well as Plan Bay Area and the ABAG Administration Committee retreat. The GA is an opportunity to discuss key regional concerns and projects with our Bay Area elected officials, once or twice a year. This is complemented by the Delegate Meetings, which discuss more specific issues by county at least once a year.

At the staff level, meetings with city managers and planning directors by county have been essential to understand core issues on the ground and target our efforts. To address issues by jurisdiction, planners are assigned to engage with each city and county of the Bay Area. Planners are responsible for participating in planning directors' meetings, coordinating with elected officials, addressing key issues, and ensuring that local concerns are addressed in regional plans and strategies.

ABAG's Research Team provides the analytic tools and data to support Bay Area regional and local planning. The research team presents a unique understanding of conditions and trends. The team puts local conditions in a regional context, addresses a comprehensive set of economic and demographic factors at a regional level, and is sensitive to factors interacting with land use, housing, transportation, environmental, and economic policy.

RESEARCH



SECTION 02

PLANNING AND RESEARCH



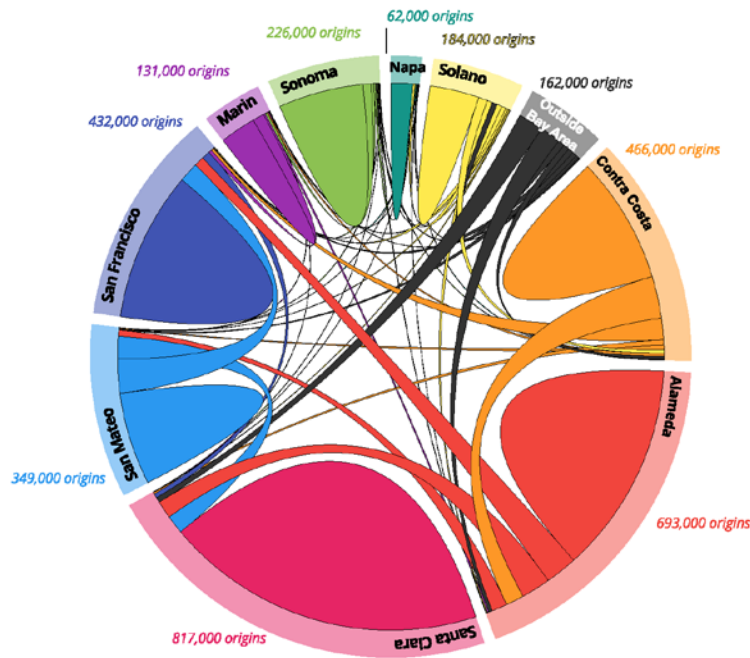
ABAG's research program provides information services to the planning team, partner regional agencies (e.g., MTC, BCDC), the region's jurisdictions, and outside parties. Our motivating **analytical challenge is to provide understanding of a large and diverse region** which has an economy that is the envy of the world yet is saddled with a number of endemic challenges, chiefly the timely and geographically sensible provision of housing, providing a trained workforce to meet the needs of expanding employers, and a transportation network able to serve the region. While there are many prominent research groups in the region, ABAG's research program has a unique focus that puts local conditions in a regional context, addresses a comprehensive set of economic and demographic conditions at a regional level, and is sensitive to the interactions of these factors with land use, housing, transportation, environmental, and economic policy.

Major tasks in **2016-2017** included:

Forecasting growth: the ABAG Research Program develops and maintains approaches for projecting employment, output, income, population, households, and housing demand for the 9-county Bay Area, including adding version 2.0 of the REMI model to the agency's forecasting tools, maintaining background information on jurisdiction general plans and zoning ordinances; communicating with jurisdictions on the local implications of the projected distribution of the regional forecast; and working with the Metropolitan Transportation Commission (MTC) staff to refine the UrbanSim model of the region.

2016-17 HIGHLIGHTS

- Forecasting growth
- Understanding economic development
- Improving housing data
- Applying economic analysis to resilience research



How the Bay Area Commutes: Origins and Destinations by County

ABAG from US Census Bureau, CTP 2006-10 release

Understanding Economic Development: Conducted background analysis in the Comprehensive Economic Development Strategy, including analysis of Bay Area economic clusters, updates on income and housing market data, and analysis of the effects of demographic changes on occupations and skills of Bay Area workers.

Improving Housing Data: the collection and mapping of housing data from our member cities allows analysis by the housing program of jurisdiction efforts towards affordable and sustainable housing development.

Applying Economic Analysis to resilience research: working with the EERI and researchers from four other institutions, our team will design a survey to track impacts of natural disasters, such as earthquakes on local business. The survey is being tested in Napa and Cushing, Oklahoma.

Goals and tasks for the **2017-2018** fiscal year include:

Update our regular projection series by publishing *Projections 2017*, a document based on the geographic distribution of the regional forecast, that provides data on the population, housing, and employment forecast at the jurisdiction level for 5-year increments between 2010 and 2040.

Expand the use of the REMI model to conduct impact analyses, such as partnering with USGS to examine the economic impacts of a scenario describing an earthquake along the Hayward fault.

Further data development at the industry and occupation level to improve our understanding of the industrial location patterns, occupational structure and relative alignment of workforce skills, and growing industry sector needs.

Expand data collection and communications to provide up to date snapshots of land use and development activity in the region.

Analyze the relationship between housing price changes and (lack of) new housing production throughout the region at neighborhood and regional scales.

2017-18 GOALS

- Publishing *Projections 2017*
- Expand the use of the REMI model
- Further data development at the industry and occupation level
- Expand data collection and communications
- Analyze housing data

HOUSING



SECTION 02

PLANNING AND RESEARCH



During **2016-2017**, ABAG continued its long-standing, **proactive support of housing action** by its member jurisdictions and implementation partners.

Impact Information — ABAG developed and presented compelling information to promote an understanding of regional housing development patterns (2015 housing permit location data), housing policy consensus (city-by-city housing policy database, *Maintaining Housing Affordability and Neighborhood Stability in the Bay Area* — a distillation of 13 housing solution implementation toolkits), and housing implementation tools (housing policy toolkit, seismic safety assessment manual).

Technical Assistance — Supported local and subregional efforts (Grand Boulevard Initiative's housing toolkit, East Bay Corridors Initiative's softstory safety model ordinance) to adopt and implement best-practices.

Consensus & Constituency Development — ABAG convened a Housing Subcommittee of its Regional Planning Committee to identify and advance a broadly endorsed regional housing action initiative, and partnered with MTC to produce an illuminating Housing Forum.

2016-17 HIGHLIGHTS

- Developed and presented 2015 housing permit location data, city-by-city housing policy database, housing policy toolkit, and seismic safety assessment manual
- Supported Grand Boulevard Initiative's housing toolkit, East Bay Corridors Initiative's softstory safety model ordinance
- Convened Housing Subcommittee of the Regional Planning Committee to identify and advance a broadly endorsed regional housing action initiative, and partnered with MTC to produce Housing Forum.



In **2017-2018**, the Integrated Planning Program will continue to facilitate the creation of an adequate housing supply to house future and current generations of Bay Area residents from all backgrounds: plentiful (so overcrowding and long commutes become unnecessary), affordable (to Bay Area residents at all incomes), resilient (safe during and habitable after natural disasters), sustainable (energy and water efficient) and secure (against involuntary displacement).

Local development that creates great places in complete communities and regional co-benefits — the Integrated

Planning Program will work to assure timely permitting of housing development and preservation that conforms to local, regional, and state requirements, especially in high-opportunity / low-Green House Gas areas; job and transit proximate areas; and especially for permanently affordable housing.

Safer Smarter Homes — the Integrated Planning Program will provide leadership and technical assistance to accelerate “integrated retrofits” so existing homes become more hazard resilient, more energy/water efficient, and more accommodating of a wider range of life-cycle and life-style choices (such as adding accessory units).

Regional Housing Trust Fund to dramatically increase funding — the Integrated Planning Program will support state, regional, and local efforts to develop dedicated revenue sources for housing infrastructure, affordable housing development gap financing, and affordable housing operating subsidies by incubating innovative regional institutional structures that can amplify and unify state and local efforts, public and private.

2017-18 GOALS

- Continue to work to assure timely permitting of housing development and preservation
- Provide leadership and technical assistance to accelerate “integrated retrofits” – safer, smarter homes
- Support efforts to create a Regional Housing trust fund to increase funding for housing needs.

JOBS AND WORKFORCE



SECTION

02

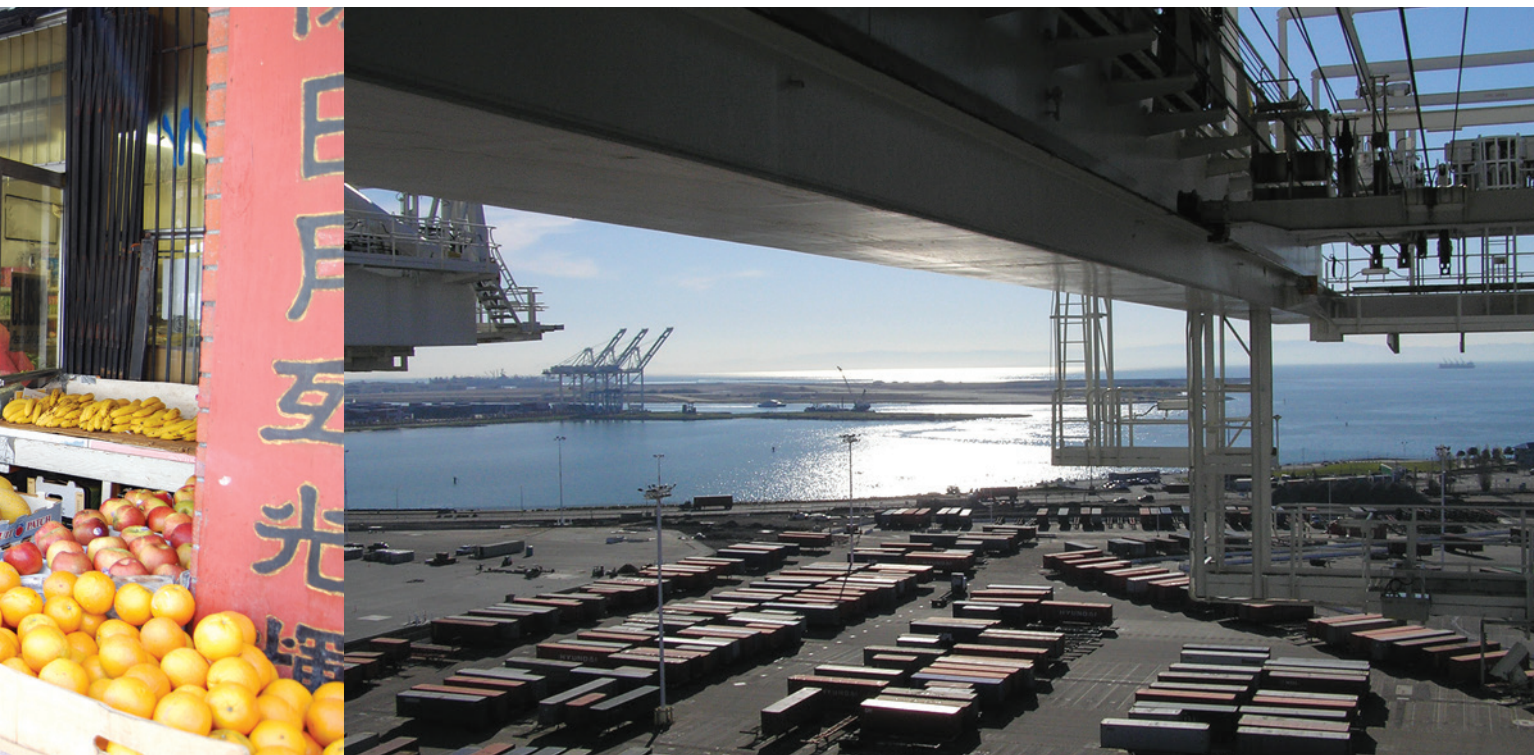
PLANNING AND
RESEARCH



The ABAG economic and workforce development program is a response to the call for regional economic and workforce development coordination after *Plan Bay Area 2013*. Built on existing efforts and partnerships at the regional and local level, the ABAG program works to move across silos, and provide a sound understanding of the relationship between the region's policy and regulatory environment and economic opportunity, increase opportunities for collaboration and cooperation among economic and workforce organizations in the region, and maintain the competitiveness of the region's industries while expanding access to opportunities for all Bay Area residents.

2016-17 HIGHLIGHTS

- **Launched an effort to establish a Bay Area Regional Economic Development District.** Working with US Economic Development Administration (USEDA), ABAG established an Economic Strategy Committee to act as a Technical Advisory Committee, and organized a team to create a Comprehensive Economic Development Strategy (CEDS) report, beginning a broad based engagement strategy with regional stakeholders to achieve regional consensus around economic and workforce development strategies.
- **Developed a draft regional CEDS report.** ABAG drafted an economic profile of the region, an analysis of strengths, weaknesses, opportunities, and threats (SWOT analysis), and a framework for a Strategic Action Plan that includes a vision statement, goals, objectives and supporting strategies.
- **Developed a Priority Production Area program.** Responding to the need of goods movement and firms located on industrial land that constitute a critical component of the regional economy, ABAG partnered with Professor Karen Chapple and UC Berkeley on a study of supply, demand, and absorption of industrial land and space and outlined a Priority Production Area program to address the needs of production, distribution, and repair functions in the region.



2017-18 GOALS

The program's goals for the 2017-2018 fiscal year are to establish the platform for regional collaboration on economic and workforce development and to develop implementation tools to address issues such as retention of critical industrial land supply. Specific efforts will include:

- Continue with the process of establishing a Regional Economic Development District by finalizing the CEDS report, adoption of the Strategic Action Plan by county boards of supervisors, and working with regional representatives, business, workforce equity, and other stakeholders to create a governance structure.
- Support economic and workforce development implementation actions through providing technical assistance, leveraging federal, state, public, and private grants for local jurisdictions, and developing a clearing house of economic development actions and best practices in the region.
- Expand the Priority Production Area concept into a regional program to be implemented at the local level by providing a set of criteria for identifying critical areas for survival of industrial, middle wage jobs, and model program descriptions and ordinances.

RESILIENCE



SECTION 02

PLANNING AND
RESEARCH



The ABAG Resilience Program is a unique effort to continually improve the Bay Area’s capacity to recover from natural disasters. Resilience Program staff work closely with Bay Area cities, counties, and other agencies to reduce the impacts of climate change and natural hazards. Hazards include: drought, earthquake, extreme heat, flooding, landslides, sea level rise, and wildfires. The program supports local decision makers, serving as a regional convener for life-saving resilience planning, and providing technical assistance for local action to improve resilience.

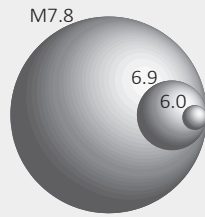
In **2016-2017**, ABAG — provided hands-on assistance to 80+ city and county administrators in plan-writing workshops for Best-practice Hazard Mitigation Plans. Approved plans allow access to FEMA funds post-disaster.

To strengthen At-Risk Apartment Buildings — tens of thousands of apartments in hundreds of buildings are earthquake vulnerable — ABAG is helping 15 cities conduct assessments, adopt ordinances and establish programs to save lives and prevent displacement, as part of ABAG’s East Bay Corridors Initiative.

Developed a Water Resilience Initiative in response to multi-year drought and heightened risk of El Nino flooding, ABAG convened an Infrastructure Subcommittee of the Regional Planning Committee to explore solutions and opportunities common to cities, counties, and water districts. ABAG developed new tools to support this process, including a comprehensive inventory of all agencies’ respective water responsibilities.

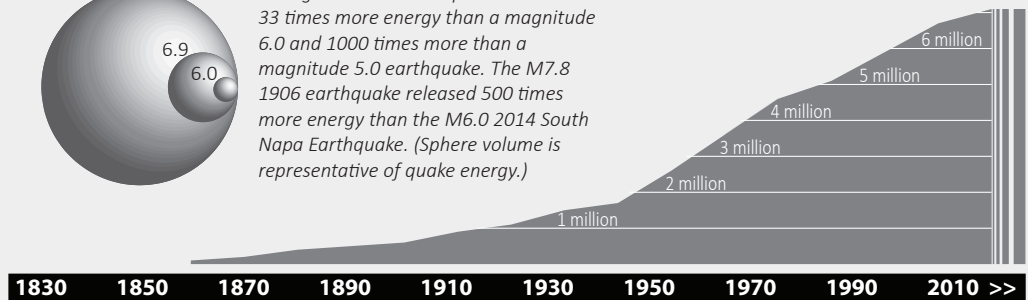
2016-17 HIGHLIGHTS

- Provided hands-on assistance to 80+ city and county administrators in Best-practice Hazard Mitigation Plan writing
- Assisted 15 cities in Strengthening At-Risk Apartment Buildings
- Convened an Infrastructure Subcommittee of the Regional Planning Committee to explore a Water Resilience Initiative

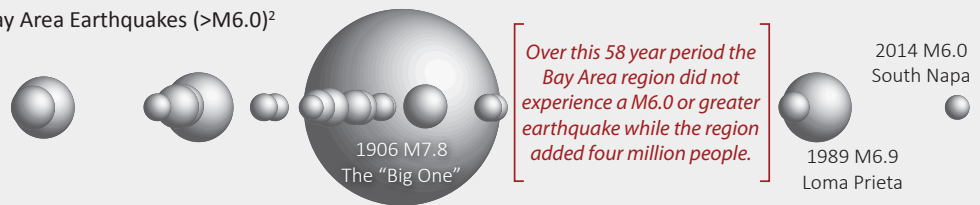


A magnitude 7.0 earthquake releases 33 times more energy than a magnitude 6.0 and 1000 times more than a magnitude 5.0 earthquake. The M7.8 1906 earthquake released 500 times more energy than the M6.0 2014 South Napa Earthquake. (Sphere volume is representative of quake energy.)

Bay Area Population Growth¹



Bay Area Earthquakes (>M6.0)²



Data Sources:
 1. bayareacensus.ca.gov
 2. Ellsworth (1990)

In **2017-2018**, the Resilience Program will share Local Government Best Practices — Some of the most innovative resilience solutions are coming from Bay Area cities and counties. We are expanding a local government policy database to connect cities with existing resources to move initiatives forward.

Continue to focus on soft-story safety — Resilience will continue to provide technical assistance to help cities and counties make earthquake-vulnerable homes safe.

Energy assurance is part of Resilience — We will work with local governments to integrate energy assurance projects into resilience planning, for example, microgrids.

2017-18 GOALS

- Sharing Local Government Best Practices
- Continuing focus on Soft-Story safety
- Work with local governments to integrate energy assurance projects

REGIONAL TRAILS & OPEN SPACE



SECTION 02

PLANNING AND
RESEARCH



The San Francisco Bay Trail, the San Francisco Bay Area Water Trail, and the Priority Conservation Area program are regional projects coordinated by ABAG and implemented by local agencies and organizations to advance the protection and stewardship of natural resources and expand the system of urban trails, parks, bikeways and bay access to increase the quality of life, health, and economic prosperity of the region.

In 2016, the **San Francisco Bay Trail** reached 350 out of 500 miles — that's 70% complete — with the construction of seven miles of trail, including 4 miles in Hayward at Eden Landing Ecological Preserve, 2.5 miles at Sears Point Restoration Area in Sonoma County and the last stretch of the pathway on the East Span of the San Francisco-Oakland Bay Bridge linking to Yerba Buena Island. Six new Bay Trail smart phone audio tours were created around the region and the San Francisco Bay Trail Design Guidelines & Toolkit was released to local partners outlining recommended principles for designing and developing the remaining trail gaps.

2016-17 HIGHLIGHTS

- Seven miles constructed, reaching the milestone of 350 miles and 70% complete
- Bay Trail Design Guidelines & Toolkit released to shoreline partners outlining the principles for designing and developing the remaining sections of Bay Trail
- Six new Bay Trail smart audio phone tours were created and a \$15,000 grant was secured from Google to complete a tour at the Google campus in Mountain View

2017-18 GOALS

- Seek and provide funding to implementing agencies to significantly advance the development of the Bay Trail
- Expand awareness of the Bay Trail through new smart phone audio tours, Migrations regional art program, and other outreach tools
- Develop a strategy to analyze the condition of existing segments of Bay Trail in coordination with shoreline partners



The **San Francisco Bay Area Water Trail** has hit its stride with 30 officially-designated sites to date. The Water Trail is a growing network of launching and landing sites, or “trailheads,” around San Francisco Bay. Each trailhead enables non-motorized small boat users to enjoy the historic, scenic, cultural, and environmental richness of the San Francisco Bay and its nearby tributary waters. Potentially, more than 100 existing marinas, waterfront parks, and other publicly accessible sites will become part of the Water Trail through regional collaboration. In 2016, the Water Trail grant program, made possible by the State Coastal Conservancy, awarded nearly \$500,000 to local jurisdictions for site enhancements. Also, Water Trail staff worked with the East Bay Regional Park District to create a comprehensive, two-county Water Trail Implementation Plan that serves as a model for other areas of the region.

2016-17 HIGHLIGHTS

- Designated the 30th Water Trail site
- Allocated over \$490,000 for water access improvements
- Completed East Bay Regional Park District Water Trail Implementation Plan

2017-18 GOALS

- Designate up to 50 Water Trail sites
- Complete a set of Water Trail maps and update the Water Trail website
- Develop a detailed list of projects and assist partners with applying for available funds

The **Priority Conservation Area (PCA)** program is a component of Plan Bay Area that emphasizes the importance of open spaces providing agricultural, natural resource, scenic, recreational, urban greening and/or ecological value in the nine-county area. These areas are identified through consensus by local jurisdictions and park/open space districts as lands in need of protection or enhancement due to pressure from urban development or other factors. In 2016, the program reached a total of 165 designated PCAs representing a variety of landscapes within which projects will be eligible for One Bay Area Grant (OBAG) funds.

2017-18 GOALS

- Solicit applications and manage a competitive grant program under the One Bay Area Grant (OBAG) program in partnership with MTC and the State Coastal Conservancy to fund eligible projects within PCA boundaries
- Update and maintain a comprehensive and informative PCA website with county-specific PCA maps as a public and local agency resource

COMPLETE COMMUNITIES



SECTION

02

PLANNING AND
RESEARCH



Together with Priority Conservation Areas (PCAs), Priority Development Areas are the foundation for sustainable regional growth and Plan Bay Area. A partnership between MTC and ABAG, the Priority Development Area program supports community-based PDA plans across the region and provides focused implementation initiatives.

Work in **2016-2017** focused on:

Regional Planning Grants — ABAG managed 15 planning grants that allow Bay Area cities and counties to deliver locally adopted plans for PDAs that address a full range of issues and set the stage for a transparent development process consistent with the community's vision.

Complete Communities — Staff worked with a cross-section of local staff, design professionals, developers, schools, and community organizations to advance placemaking strategies, including urban greening, profiles of successful places, and forums for regional dialogue about community assets and aspirations for PDAs.

Corridors and Centers — ABAG brought together cities connected by transit corridors, and the region's three largest cities, to identify common challenges and pursue shared opportunities. 2016-17 saw the implementation of priorities identified by Corridor jurisdictions including a model ordinance for safe housing; corridor-wide green infrastructure priorities; an EPA Brownfields grant; and \$50 million for catalyst affordable housing and transportation projects.

2016-17 HIGHLIGHTS

- Managed 15 planning grants
- Worked with a cross-section of cities about community assets and aspirations for PDAs
- Brought together cities connected by transit corridors, and the region's three largest cities, to identify common challenges and pursue shared opportunities.



Efforts in **2017-18** are:

Tailored PDA Planning Grants — In partnership with MTC, the Integrated Planning Program will expand successful elements of the PDA program and add new focus areas responsive to emerging challenges identified through consultation with local staff. New guidelines and a Call for Projects will be released in mid-2017.

Corridors and Centers Collaboration — Continue to implement the East Bay Corridor Initiative's priorities, convene the region's three largest cities to identify shared objectives; and utilize housing expertise to support the Grand Boulevard Initiative.

Regional placemaking and PDA dialogue — Through direct engagement with local officials and the *Places of the Bay Area* website, the Integrated Planning Program will provide forums for people with diverse perspectives to discuss local issues and aspirations related to PDAs.

Entitlement efficiency — the Integrated Planning Program will create web-based tools to assist local planners and developers identify locations with incentives for housing and commercial development, particularly affordable housing.

2017-18 GOALS

- Expand successful elements of the PDA program and add new focus areas
- Continue to implement Corridors and Centers Collaboration
- Direct, engage, and provide forums to discuss PDA local issues and aspirations
- Create web-based tools to assist in identify locations with incentives



03

LOCAL COLLABORATION PROGRAMS

HIGHLIGHTS

- Millions of dollars saved by counties, cities, and towns in staff time and administrative costs.
- All 101 Bay Area cities and nine counties rely on Local Collaboration Programs to serve their communities.
- Life-saving best practices and quality of life improvements are offered for all Bay Area residents.

PROGRAM OVERVIEW

- Local Collaboration Programs are administered by ABAG staff.
- Many Local Collaboration Programs have an independent governing board comprised of city and county representatives.

THE BOTTOM LINE

- In the last five years, grant income has increased 225%, from \$16 million to almost \$52 million.
- The combined reserve amounts exceed \$35 million.

SAN FRANCISCO ESTUARY PARTNERSHIP



SECTION

03

LOCAL
COLLABORATION
PROGRAMS



The San Francisco Estuary Partnership (Partnership) and its cooperating agencies and organizations both initiated, and continued work on a wide array of projects and activities in support of the Partnership's mandate: To protect, enhance, and restore the San Francisco Bay-Delta Estuary. The Partnership currently manages \$100 million in funding for local and regional restoration, water quality, and climate resiliency projects and programs.

2016-17 HIGHLIGHTS

- Released the 2016 *Estuary Blueprint*, a regional comprehensive vision for the future of the San Francisco Estuary. More than 100 scientists, regulators, businesses, municipalities, non-governmental organizations, and citizens collaborated with the Partnership to develop four long-term goals and 32 actions to be taken over the next five years to protect, restore, and sustain the San Francisco Estuary.
- Completed GreenPlan Bay Area, a collaborative effort between San Francisco Estuary Partnership, San Francisco Estuary Institute, and Bay Area municipalities to develop and pilot the use of a watershed-based green infrastructure planning tool.
- Continued public outreach efforts such as the planning and execution of the 2016 Bay Delta Science Conference in partnership with the Delta Science Program, the release of brochures for local governments on natural infrastructure and green streets, and the 25th year of publication of our award-winning ESTUARY News magazine.

2017-18 GOALS

- Working with partners to implement and track successes of the *Estuary Blueprint*.
- Planning and execution of the highly successful 2017 State of the Estuary Conference, with 800 attendees expected.
- Expanding the Clean Vessel Act Program with new funding and new initiatives. The Program focuses on reducing water quality impacts by undertaking outreach and education efforts with boaters to prevent sewage discharge.

POWER



SECTION 03

LOCAL COLLABORATION PROGRAMS



Since its formation in 1998, ABAG POWER has played a critical role in serving the energy needs of many local governments and public agencies in the Bay Area. Since its inception in a time of rapidly evolving energy markets, the objective of the program has been to provide leadership for local governments in the areas of energy procurement and energy management by creating voluntary, region-wide energy purchasing pools administered by ABAG POWER. Pooled purchasing allows the program to negotiate preferential pricing of energy supply for use in public facilities like hospitals, police and fire stations, zoos, and community centers. Today, the program strives to fulfill measurable and often competing goals of cost savings and price stability. These goals differ from that of Pacific Gas & Electric Company (PG&E) which is incentivized to provide low-cost gas on a near term (monthly) basis.

ABAG POWER's natural gas purchasing pool recently completed its nineteenth year of operation and currently serves nearly 40 member agencies throughout PG&E's service territory. Each member is guaranteed a voice in program operations and decisions through its representative to the ABAG POWER Board of Directors and Executive Committee. The pool's annual usage footprint is roughly equivalent to gas usage from 12,000 homes in California. For much of the past year, market rates for natural gas declined significantly and remained relatively low, however, price volatility remains a significant risk and can be caused by many factors including abnormal weather patterns, political instability, the price of alternative products (e.g., oil), and regulatory actions. ABAG POWER closely monitors these price volatility factors as part of their service and continues to follow regulatory actions that may affect the natural gas and electrical energy markets.

2016-17 HIGHLIGHTS

- ABAG POWER's commodity rates remained more stable than PG&E's during the past fiscal year
- The recent addition of a promising natural gas supplier and continued refinements to the program's gas purchasing strategy provide increased potential for savings.
- Recently, the program has seen three consecutive year-on-year decreases in ABAG's administrative operating fees.

2017-18 GOALS

- The Executive Committee will continue to discuss and analyze refinements to the gas purchasing strategy and customer service and billing/reporting aspects of the program.
- In coming years, continue efforts to fulfill environmental responsibility and sustainability by promoting use of renewable gas where appropriate.
- Continue to examine opportunities to expand the program's membership while successfully adapting to California's aggressive environmental policy goals.

BayREN



SECTION 03

LOCAL COLLABORATION PROGRAMS



Formed in 2012 as a collaboration between ABAG and the nine Bay Area counties, the Bay Area Regional Energy Network (BayREN) helps Bay Area residents and communities become more energy efficient. BayREN draws on the expertise, experience, and proven track record of local Bay Area governments to build the internal capacity of local cities and counties to administer successful climate, resource, and sustainability programs. BayREN has a portfolio of energy efficiency programs that include: single family and multifamily energy retrofit programs that offer monetary incentives; Codes and Standards that works with local building officials to better understand and comply with the State Energy Code; and several financing programs including an on bill water efficiency program and a zero interest loan funds for eligible multifamily energy retrofit projects. BayREN is primarily funded by Public Goods Charges approved by the California Public Utilities Commission, and currently has an annual budget of over \$16 million.

2016-17 HIGHLIGHTS

- Paid rebates of over \$10 million to Bay Area single family and multifamily homeowners for making energy retrofits to their properties, resulting in energy savings, healthier living environments, and progress toward state and local Greenhouse Gas reductions.
- Awarded two new grants from a state and federal agency, meeting the goal of diversifying our funding sources. Also successfully obtained a three year — rather than one year — contract totaling \$50,611,000.
- Multiple recognitions of accomplishments and successful regional structure in reports by state agencies, nonprofit organizations, and other stakeholders.

2017-18 GOALS

- Continue with successful programs, but also obtain approval for new programs. Expansion includes commercial and public sector program offerings.
- Greater diversification of funding.
- Increased and continued collaboration with BAAQMD and BARC (and MTC).

ABAG PLAN



SECTION 03

LOCAL COLLABORATION PROGRAMS

ABAG PLAN was formed in 1986 to meet the needs of small and medium-sized cities and towns across the Bay Area who were otherwise unable to obtain affordable insurance. ABAG PLAN provides general liability, property and crime insurance by establishing stable, cost-effective self-insurance and risk management programs to help protect Bay Area cities from the damages and costs accrued from accidents or other incidents. Members are 28 towns and cities from six Bay Area counties. Serving as an essential resource for members, ABAG PLAN helps to insulate cities and towns from losses and manage fiscal resources by working to mitigate risks. Since many members may not have an in-house risk management department, ABAG PLAN staff serve as an extension of city staff with services, training, and strategic support, and thus setting us apart from other risk pools.

ABAG PLAN provides members with:

Insurance Program — Self-insured, risk sharing pool with broad coverage, interest on reserves, and a return of assets

Claims Management — Dedicated claims examiners who provide investigative services, advice, and strategy

Risk Management — Strategic advice and support around best practices for risk management and mitigation; member surplus funding reallocated as risk management grants to long term risk mitigating activities and trainings.

ABAG PLAN offers workshops both via online training and in person, e.g. Defensive Driving or Sidewalk Liability Prevention. Larger educational programs include the annual “Be Sewer Smart!” Summit, which provides valuable tips to prevent sewer challenges, and the Urban Forest Forum, sponsored in collaboration with the Urban Forest Council, which provides tools for mitigating and managing potential risks associated with trees and landscaping.

2016-17 HIGHLIGHTS

- Maintained a balanced budget and offered stable rates for premium contributions to the members. This greatly helps the jurisdictions’ budget planning.
- Successfully managed investments and claim outcomes to grow budget surplus (equity).
- Continued customized assistance to members in assessing and maintaining best practices in order to reduce losses and preserve fiscal resources for the individual members as well as the pool at large.

2017-18 GOALS

- Maintain cost stabilization and affordable protection options for the members going forward.
- Continue assistance to members with strategic risk management planning and increase risk management training offerings while remaining responsive to requested and relevant topics. Continue the positive correlation between knowledge/implementation and outcomes/lower claim activity.
- Ongoing performance improvement of contracted partners to assure program is operating optimally.

ABAG FINANCE AUTHORITY



SECTION 03

LOCAL COLLABORATION PROGRAMS



The ABAG Finance Authority has been providing conduit financing to various public and private organizations throughout the state of California since 1990.

As a conduit issuer, the Finance Authority provides a convenient, cost saving, and secure method of accessing the market to aid in the financing needs of public agencies and their non-profit and for-profit partners. To date, we have provided over \$8 billion in low cost investment capital for projects in more than 240 local jurisdictions. We have helped our members fund construction of affordable housing and retirement facilities, new hospitals and medical clinics, private schools and cultural institutions, transit systems, water and wastewater systems, and other essential public infrastructure. We take special focus on assisting in the construction and preservation of affordable housing, providing financing to date for nearly twelve-thousand units in one hundred affordable apartment communities.

Recent financing activities include: the Morgan Autism Center in San Jose, \$9.7 million in tax-exempt bonds; the Independent Order of the Odd Fellows, an organization committed to helping others, \$71.4 million in tax-exempt bonds for the construction of its Meadows of Napa Valley continuing care retirement community; the Crean Lutheran High School of Irvine, \$33 million in tax-exempt financing to refund outstanding debt and raise new money to continue construction of existing facilities; and the Presidio Knolls School in San Francisco with a \$4.9 million tax-exempt financing to refund an existing loan and to renovate existing facilities.

2016-17 HIGHLIGHTS

- Hired experienced public finance professionals to rebuild and relaunch the conduit issuance program; revised and rebuilt website, including new online application and fee structure
- Implemented marketing strategy to generate new business; attended and presented at California Society of Municipal Analysts (CSMA) annual conference; met with industry professionals
- Assisted three non-profit educational institutions and a retirement community with issuing tax-exempt financings

2017-18 GOALS

- Create a new JPA for conduit financing to member agencies
- Be an industry leader in meeting and exceeding State reporting requirements for conduit issuers
- Investigate and pursue new financing opportunities to assist ABAG members with financing needs



04

EXTERNAL AFFAIRS

HIGHLIGHTS & PROGRAM OVERVIEW

- Informing and engaging ABAG's membership, as well as local elected officials, local government staff, and the general public about ABAG's programs and services related to land use, the environment, resilience, risk management, and energy efficiency.
- Providing outreach activities, media relations, and regional and local events; delivered via the website, electronic communication, printed reports, and in person.
- Work collaboratively to influence legislation related to land use, housing, and energy and water efficiency.
- Provide fiscal management services to Local Collaboration Programs.

LEGISLATIVE ACTIVITY



SECTION 04

EXTERNAL AFFAIRS



The ABAG Legislative and Governmental Organization (L&GO) Committee is a platform for elected officials from the Bay Area's cities, towns, and counties to work collaboratively to influence legislation that impacts local governments. In 2016, Alameda County Supervisor Scott Haggerty served as L&GO Chair. Approximately 30 state bills were reviewed by the Committee during the 2016 legislative session. Key areas of emphasis for the L&GO Committee included local governments, land use and housing, energy efficiency, environment, hazardous waste, and resiliency.

ABAG's L&GO Committee actively supported legislation related to land use, housing, and energy and water efficiency. The L&GO supported AB 2406 (Thurmond) Housing: Junior Accessory Dwelling Units that was chaptered into law, as well as SB 1030 (McGuire) Sonoma County Regional Climate Protection Authority that became law. The L&GO also pursued ABAG POWER authored Water Efficiency Financing Legislation in 2016.

Activities included a Legislative Workshop and Reception co-hosted by ABAG, MTC and the California State Association of Counties. The program featured legislative committee chairs along with several other leading state legislators and staff from State Department of Housing and Community Development. These legislators and agency leaders discussed bills and initiatives related to local governments, land use, housing, transportation, and environmental challenges. More than 70 attendees participated in this important forum for local elected officials.

2016-17 HIGHLIGHTS

- Conducted policy briefings and pursued legislation addressing the committee priorities.
- Produced Legislative Workshop and Reception co-hosted by ABAG, MTC and the California State Association of Counties.
- Facilitated discussions with legislators about Bay Area needs and challenges.

2017-18 GOALS

- Continue to pursue legislation that provides resources and incentives for planning, infrastructure, and services to assist local governments, as well as State and Federal legislation establishing innovative financing and project delivery mechanisms.
- Continue to focus on SB 375 and Plan Bay Area Implementation through legislative objectives such as affordable housing funding, housing element reform, and better California Environmental Quality Act (CEQA) entitlement efficiency.
- The L&GO will continue to monitor implementation of the Cap and Trade Program. Continue to seek voter threshold reduction for infrastructure taxes and bonds statewide and locally.
- Increase focus on physical and economic resilience.

COMMUNICATIONS



SECTION

04

EXTERNAL
AFFAIRS



The Communications Department worked with all departments to promote ABAG's mission and to inform and engage members. The group led a strategic campaign to expand the awareness and understanding of ABAG's programs and services and raise awareness of the benefits to local governments. The strategy was rolled out with streamlined program fact sheets and presentations before the ABAG Executive Board throughout Fall and Winter of 2016-2017. Major efforts included production and management of regional conferences and workshops, publications, media relations, and web outreach centered on ABAG programs and services.

Events included the Spring General Assembly in 2016, as well as a 2016 Special General Assembly on May 19th to discuss merger options and vote on a recommendation to the ABAG Executive Board, and a Special General Assembly in January 2017. The Communications group also worked with ABAG's Acting Executive Director and Planning staff to facilitate Delegate meetings in the region. Delegate meetings served as an important tool for information exchange and collaboration amongst cities within the counties. Communications also assisted with production of the Bay Area Confluence forum in November. Each of these events brought together more than 100 local elected officials.

In addition to facilitating these regional forums and other activities, monthly electronic newsletters with organizational updates, planning information, and program/service highlights were distributed. The revamped ABAG website was used to feature news announcements and twitter feeds. Updates on ABAG initiatives, programs, and services were consistently provided on the website. Overall outreach was expanded to facilitate better use of ABAG programs and services.

2016-17 HIGHLIGHTS

- Planned and coordinated General Assemblies (GA), including Special GAs in 2016 and 2017. Outreach and engagement for regional *Plan Bay Area* open houses in 2016 Spring/Summer.
- Produced regular news updates and twitter feeds on the ABAG website. Disseminated timely communications through extensive news blasts linking to conference proceedings and presentations.
- Also helped relaunch the ABAG Finance Authority with an all new website and collateral material.

2017-18 GOALS

- Plan and coordinate General Assemblies, other regional forums, and county-wide Delegate meetings.
- Continue to expand the use of the website and social media to communicate with member cities, towns, and counties; key stakeholders; and the public. Facilitate access to ABAG programs, projects, initiatives, and resources using the website and social media.
- Continue to distribute a monthly electronic newsletter with updates and planning information. Secure media interviews with media outlets with high visibility.

FISCAL MANAGEMENT SERVICES



SECTION 04

EXTERNAL AFFAIRS

ABAG continues to offer fiscal management services to Bay Area public purpose entities and region-wide grant programs. Financial services are provided to ABAG PLAN Corporation, ABAG Workers Compensation Shared Risk Pool, ABAG Finance Authority for Nonprofit Corporations, ABAG Publicly Owned Energy Resources, and the San Francisco Bay Area Water Emergency Transit Authority. These services include accounting, financial reports, cash management, investments, debt issuance, grants management, and other related financial support services.

Major grants for which ABAG exercised fiscal oversight in year 2016-2017 totaled \$51 million. These include grants for the promotion and incentivizing the evaluation of energy efficiency of homes and the installation of enhancements such as insulation, double-paned windows and solar panels, as well as grants to enhance water quality of the Delta and San Francisco Bay including water recycling, cleaning up creeks emptying into the Bay, and capturing water in natural medians instead into storm drains.

Our accounting procedures and controls for these grants are examined by our independent auditors as part of the ABAG annual audit and larger federal grants are examined in a "Single Audit" performed in accordance with Federal auditing standards. Our independent auditors continue to provide unmodified (positive) opinions as to our fiscal accountability, and have reported no fiscal deficiencies or substantial weaknesses in internal accounting and administrative controls. Starting on July 1, 2017, these services will be carried out by the consolidated ABAG/MTC staff.

2016-17 HIGHLIGHTS

Provided fiscal management services for the following entities:

- ABAG-related: ABAG PLAN Corporation, ABAG Comp Shared Risk Pool, ABAG Finance Authority, ABAG Publicly Owned Energy Resources, San Francisco Estuary Partnership
- Other: San Francisco Bay Restoration Authority, San Francisco Bay Area Water Emergency Transit Authority.

2017-18 GOALS

- Fiscal management services for the San Francisco Bay Restoration Authority will significantly increase due to the passage of Measure AA in June 2016. Management of the ABAG PLAN Corporation, ABAG Comp Shared Risk Pool, ABAG Finance Authority, and ABAG Publicly Owned Energy Resources will continue.
- Continue oversight of major grants with error-free fiscal management services.
- Conduct regularly scheduled meetings with our significant entities to review service levels, discuss service enhancements, and to facilitate increased involvement of the managers in the budget process.
- Provide timely and accurate comprehensive financial information to the Boards and the public.



05

BUDGET

TO BE ADDED



BUDGET HIGHLIGHTS

TO BE ADDED



OPERATING BUDGET

	FY 14-15 ACTUAL	FY 15-16 ACTUAL	FY 16-17 ADOPTED	FY 17-18 PROPOSED
REVENUES				
Federal	\$5,186,616	\$5,906,289	\$6,387,059	4,857,244
State	24,008,892	44,131,536	42,729,572	85,513,469
Other Contracts	1,181,055	1,944,977	2,600,317	3,301,864
Service Programs	5,437,298	4,717,179	4,545,000	4,033,648
Membership Dues	1,820,316	1,896,480	1,957,767	2,065,639
Total Revenues	\$37,634,177	\$58,596,461	\$58,219,715	\$99,771,864
EXPENSES				
Salaries and Benefits	11,367,923	10,818,257	11,828,400	8,393,548
Consultant Services	14,161,428	35,271,608	28,249,460	41,842,448
Passthrough	9,084,115	10,120,973	15,761,546	48,680,745
Temporary Personnel Services	183,356	266,355	167,682	47,551
Equipment and Supplies	116,144	103,822	130,000	28,096
Outside Printing	72,985	77,895	66,746	83,609
Conference and meeting	114,928	218,371	298,544	273,850
Depreciation	152,823	166,035	150,000	-
Interest	85,806	70,352	78,471	38,000
Building Maintenance	259,586	286,768	270,000	
Utilities	123,529	135,824	130,000	
Insurance	145,446	159,676	165,000	17,500
Postage	20,824	10,970	19,044	11,594
Telephone	62,468	83,845	57,128	4,339
Committee (per diem)	71,550	85,200	97,888	107,732
Other	765,217	485,000	699,806	242,852
Total Expenses	\$36,788,128	\$58,360,951	\$58,169,715	\$99,771,864
Net Surplus (deficit)	\$846,049	\$235,510	\$50,000	



PROPOSED REVENUES BY FUNDING SOURCES

ABAG Proposed
Operating Budget

REVENUES	FY 14-15 ACTUAL	FY 15-16 ACTUAL	BUDGET	
			FY 16-17 ADOPTED	FY 17-18 PROPOSED
FEDERAL REVENUES				
EPA - Environmental Programs	\$1,971,454	\$2,305,606	\$2,439,748	\$3,603,955
FEMA				480,000
MTC - FTA	232,147	245,981	243,592	
MTC - FHWA	995,379	1,019,529	1,030,190	
MTC - STP Exchange	1,321,632	1,365,065	1,372,233	
MTC - HUD Grant	75,000			
U.S. Geological Survey	204,671	64,362	34,136	131,319
U.S. Dept. of Interior	163,567	156,649		
U.S. Dept. of Homeland Security		749,097	667,161	
East Bay Corridor Brownfield Assessment			600,000	
U.S. Dept. of Energy				641,970
Discontinued Prog. and Audit Adjustments	222,766			
Subtotal	\$5,186,616	\$5,906,289	\$6,387,059	\$4,857,244

STATE REVENUES

MTC - TDA	\$112,862	\$289,720	\$240,547	
MTC: Bay Trail 5% Bridge Toll Revenues	236,181	296,885	273,340	273,341
Coastal Conservancy: Bay Trail Block Grant #4	606,554	606,281		145,507
Cal Trans	260,663			900,000
State Water Resources Control Board	(2,360)	379	361,580	17,226
California Resources Agency	49,368	139,199	114,677	311,660
CA Dept. of Conservation (Prop. 84)	1,038,451	550,975		
CA Dept. of Water Resources	3,516,659	24,606,229	26,915,461	66,549,226
CA Div. of Boating & Waterways				236,861
CA Public Utilities Commission	16,571,760	17,422,227	12,837,000	16,894,934
Delta Stewardship Council	194,815	190,874	286,967	184,714
CA Earthquake Authority	39,023			
MTC: Bay Trail 2% Bridge Toll Revenues			450,000	
Coastal Conservancy: Water Trail Block Grant			950,000	
Coastal Conservancy: Bay Trail Block Grant #5			300,000	
Discontinued Prog. and Audit Adjustments	1,384,916			
Subtotal	\$24,008,892	\$44,102,769	\$ 42,729,572	\$85,513,469



PROPOSED REVENUES BY FUNDING SOURCES

ABAG Proposed
Operating Budget

REVENUES	FY 14-15 ACTUAL	FY 15-16 ACTUAL	BUDGET	
			FY 16-17 ADOPTED	FY 17-18 PROPOSED
OTHER CONTRACTS				
BALANCE Foundation	\$12,025	\$17,044	\$12,500	
Haz Waste MOU Committee	77,455	90,927		
MTC	429,871	376,986	911,439	477,500
MTC Tenant Improvements			550,000	
Santa Clara Water District	120,669	133,004	172,150	172,150
Fiscal Agent Services (WETA)	108,717	114,688	129,000	
Alameda County SFEP	151,652	166,514	158,266	168,573
Coastal Conservancy	127,977	457,390	50,000	991,429
Admin. Civil Liability/Northbay Outreach			20,000	
PG&E - Energy Efficiency		5,156		33,615
SFPUC - Estuary	(215)			
STARS Deferred Comp Program	(4,500)	2,400	2,400	
City & County of San Francisco				
City of Oakland	15,022	90,176		
Consortium of Public Agencies	82,440	50,658	100,000	
East Bay Municipal Utility District	37,002			
County of Marin	115,988	172,187	143,957	94,326
Sonoma County Water District		133,713	200,605	150,454
Rockefeller Philanthropy Advisors		158,290	150,000	141,710
Resource for Community Development		1,367		
Local Government Commission		3,244		
Contra Costa County				110,728
San Francisco Bay Restoration				555,700
Other Grants				405,679
Discontinued Prog. and Audit Adjustments	(267,527)			
Subtotal	\$1,181,055	\$1,973,744	\$2,600,317	\$3,301,864
SERVICE PROGRAMS				
Publications	\$9,074	\$6,615	\$5,000	
Training	660,385	579,007	75,000	
Financial Services	1,407,498	809,531	1,050,000	995,004
Workers' Compensation	133,148	122,145	150,000	158,971
ABAG PLAN Corp	2,188,969	2,275,282	2,450,000	2,159,835
Bay Trail Nonprofit	28,565	30,109	25,000	12,300
Web Hosting	1,440	1,080		
POWER Purchasing Pool Fees	365,241	345,181	440,000	317,538
Conference Services	267,706	200,038	200,000	
ABAG General Fund				
Other	375,272	348,191	150,000	390,000
Subtotal	\$5,437,298	\$4,717,179	\$4,545,000	\$4,033,648
MEMBERSHIP DUES				
ABAG Dues (local and cooperating)	1,820,316	1,896,480	1,957,767	2,065,639
Total Revenues	\$37,634,177	\$58,596,461	\$58,219,715	\$99,771,864



PROPOSED REVENUES AND EXPENSES BY PROGRAM

Note: The proposed FY 17-18 budget assumes that the local collaboration programs will continue to receive the same level of management and administrative support services as provided in the past.

	TOTAL EXPENSES	EXPENSES	
		MTC FUNDED	
		Integrated Planning	Contract for Services
PLANNING & RESEARCH			
Land Use	3,306,374	3,306,374	
Bay Trail / Water Trail	1,900,077		
Resiliency	1,113,708		
Other Planning	608,876		
Subtotal	\$6,929,035	\$3,306,374	
LOCAL COLLABORATION PROGRAMS			
San Francisco Estuary	72,727,280		791,283
Power Purchasing Pool & Energy Programs	1,025,926		
BayRen	16,862,131		
Financial Services	995,004		
ABAG PLAN Corp.	2,159,835		
Workers' Compensation	158,971		
SF Restoration Authority	555,700		
Subtotal	\$94,484,847		\$791,283
EXTERNAL AFFAIRS			
Communications	588,056		
Legislation & Pub. Affairs	97,027		
Subtotal	\$685,083		
Management & Administration	2,498,322		727,765
TOTAL	\$104,597,287	\$3,306,374	\$1,519,048
GRAND TOTAL	\$104,597,287	\$3,306,374	\$1,519,048

	REVENUE SOURCES					
ABAG FUNDED	FEDERAL	STATE	OTHER	SERVICES	MEMBERSHIP	TOTAL REVENUES
Program Expenses						

1,900,077		418,848	1,468,929	12,300		1,900,077
1,113,708	566,319		547,389			1,113,708
608,876	608,876					608,876
\$3,622,661	\$1,175,195	\$418,848	\$2,016,318	\$12,300		\$3,622,661

71,935,997	3,040,079	68,199,687	696,231			71,935,997
1,025,926	641,970	32,803	33,615	317,538		1,025,926
16,862,131		16,862,131				16,862,131
995,004				995,004		995,004
2,159,835				2,159,835		2,159,835
158,971				158,971		158,971
555,700			555,700			555,700
\$93,693,564	\$3,682,049	\$85,094,621	\$1,285,546	\$3,631,348		\$93,693,564

588,056					588,056	588,056
97,027					97,027	97,027
\$685,083					\$685,083	\$685,083

1,770,557				390,000	1,380,556	1,770,557
\$99,771,864	\$4,857,244	\$85,513,469	\$3,301,864	\$4,033,648	\$2,065,639	\$99,771,864

\$99,771,864	\$4,857,244	\$85,513,469	\$3,301,864	\$4,033,648	\$2,065,639	\$99,771,864
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PROPOSED ABAG MEMBERSHIP DUES

Base member dues increased from \$737 for fiscal year 2016-17 to \$759.33 as a result of the prescribed CPI adjustment of 3.03% for the 12 months ended October 31, 2016.

The dues rates for each 50,000 population tier were also increased 3.03% .

Total dues for fiscal year 2017-18 have increased 5.51% as a result of a 3.03% consumer price index adjustment and a 1.85% increase in population for the nine counties served by the Association.

JURISDICTION	ESTIMATED POPULATION 1/1/2016	DUES	
		APPROVED FY 16-17	PROPOSED FY 17-18
COUNTY OF ALAMEDA	1,627,865	\$158,336	\$167,209
Alameda	79,277	\$15,364	\$16,208
Albany	18,893	\$4,346	\$4,571
Berkeley	119,915	\$22,037	\$23,255
Dublin	57,349	\$11,534	\$12,163
Emeryville	11,721	\$2,792	\$2,930
Fremont	229,324	\$34,687	\$36,616
Hayward	158,985	\$26,341	\$27,802
Livermore	88,138	\$17,086	\$18,027
Newark	44,733	\$9,331	\$9,836
Oakland	422,856	\$51,322	\$54,186
Piedmont	11,219	\$2,898	\$3,041
Pleasanton	74,982	\$15,035	\$15,860
San Leandro	87,700	\$17,538	\$18,504
Union City	72,952	\$14,647	\$15,450
COUNTY OF CONTRA COSTA	1,123,429	\$113,894	\$120,271
Antioch	112,968	\$20,714	\$21,858
Brentwood	58,784	\$11,654	\$12,289
Clayton	11,209	\$2,932	3,077
Concord	129,707	\$22,957	\$24,227
Danville	42,865	\$9,231	\$9,731
El Cerrito	24,378	\$5,459	\$5,746
Hercules	24,791	\$5,554	\$5,846
Lafayette	24,924	\$5,627	\$5,924
Martinez	37,057	\$8,005	\$8,436
Moraga	16,513	\$3,938	\$4,140
Oakley	40,141	\$8,278	\$8,724
Orinda	18,749	\$4,355	\$4,581
Pinole	18,739	\$4,420	\$4,650
Pittsburg	67,817	\$13,705	\$14,455
Pleasant Hill	34,077	\$7,379	\$7,774
Richmond	110,378	\$20,594	\$21,731
San Pablo	30,829	\$6,517	\$6,864
San Ramon	78,363	\$15,718	\$16,582
Walnut Creek	70,018	\$13,565	\$14,307



PROPOSED ABAG MEMBERSHIP DUES

Base member dues increased from \$737 for fiscal year 2016-17 to \$759.33 as a result of the prescribed CPI adjustment of 3.03% for the 12 months ended October 31, 2016.

The dues rates for each 50,000 population tier were also increased 3.03% .

Total dues for fiscal year 2017-18 have increased 5.51% as a result of a 3.03% consumer price index adjustment and a 1.85% increase in population for the nine counties served by the Association.

JURISDICTION	ESTIMATED POPULATION 1/1/2016	DUES	
		APPROVED FY 16-17	PROPOSED FY 17-18
COUNTY OF MARIN	262,274	\$37,617	\$39,711
Belvedere	2,162	\$1,149	\$1,195
Fairfax	7,426	\$2,221	\$2,327
Larkspur	12,445	\$3,137	\$3,295
Mill Valley	14,880	\$3,544	\$3,724
Novato	54,749	\$11,116	\$11,721
Ross	2,527	\$1,222	\$1,271
San Anselmo	12,867	\$3,200	\$3,361
San Rafael	60,582	\$12,155	\$12,818
Sausalito	7,217	\$2,156	\$2,258
Tiburon	9,503	\$2,526	\$2,648
COUNTY OF NAPA	142,028	\$24,761	\$26,132
American Canyon	20,374	\$4,654	\$4,897
Calistoga	5,180	\$1,760	\$1,840
Napa	80,576	\$15,794	\$16,662
St. Helena	6,004	\$1,916	\$2,005
Yountville	2,987	\$1,324	\$1,379
COUNTY AND CITY OF SAN FRANCISCO			
County	866,583	\$90,640	\$95,711
City	866,583	\$90,640	\$95,711
COUNTY OF SAN MATEO	766,041	\$82,281	\$86,883
Atherton	7,150	\$2,085	\$2,183
Belmont	27,834	\$5,937	\$6,252
Brisbane	4,699	\$1,620	\$1,692
Burlingame	29,724	\$6,548	\$6,897
Colma	1,509	\$1,025	\$1,063
Daly City	109,139	\$20,400	\$21,527
East Palo Alto	30,545	\$6,402	\$6,742
Foster City	33,201	\$7,034	\$7,410
Half Moon Bay	12,528	\$3,080	\$3,234
Hillsborough	11,687	\$2,957	\$3,104
Menlo Park	33,863	\$7,206	\$7,591
Millbrae	23,136	\$5,189	\$5,461
Pacifica	37,806	\$8,232	\$8,675
Portola Valley	4,751	\$1,617	\$1,689
Redwood City	85,992	\$16,322	\$17,219
San Bruno	45,360	\$9,371	\$9,878
San Carlos	29,008	\$6,462	\$6,806
San Mateo	102,659	\$19,847	\$20,943
So. San Francisco	64,585	\$13,440	\$14,176
Woodside	5,664	\$1,814	\$1,897



PROPOSED ABAG MEMBERSHIP DUES

Base member dues increased from \$737 for fiscal year 2016-17 to \$759.33 as a result of the prescribed CPI adjustment of 3.03% for the 12 months ended October 31, 2016. The dues rates for each 50,000 population tier were also increased 3.03% .

Total dues for fiscal year 2017-18 have increased 5.51% as a result of a 3.03% consumer price index adjustment and a 1.85% increase in population for the nine counties served by the Association.

JURISDICTION	ESTIMATED POPULATION 1/1/2016	DUES	
		APPROVED FY 16-17	PROPOSED FY 17-18
COUNTY OF SANTA CLARA	1,927,888	\$185,006	\$195,377
Campbell	42,584	\$8,875	\$9,354
Cupertino	58,185	\$12,255	\$12,924
Gilroy	55,170	\$11,010	\$11,610
Los Altos	31,353	\$6,576	\$6,927
Los Altos Hills	8,658	\$2,359	\$2,472
Los Gatos	31,376	\$6,668	\$7,023
Milpitas	75,521	\$14,621	\$15,423
Monte Sereno	3,475	\$1,408	\$1,468
Morgan Hill	43,645	\$8,859	\$9,338
Mountain View	77,925	\$15,599	\$16,456
Palo Alto	68,207	\$13,576	\$14,320
San Jose	1,042,094	\$106,085	\$112,024
Santa Clara	123,752	\$22,314	\$23,548
Saratoga	30,219	\$6,725	\$7,083
Sunnyvale	148,372	\$25,728	\$27,154
COUNTY OF SOLANO	431,498	\$53,035	\$55,994
Benicia	27,501	\$6,120	\$6,445
Dixon	19,018	\$4,462	\$4,693
Fairfield	112,637	\$21,168	\$22,337
Rio Vista	8,601	\$2,330	\$2,442
Suisun City	29,091	\$6,353	\$6,691
Vacaville	97,667	\$18,691	\$19,722
Vallejo	117,322	\$22,151	\$23,376
COUNTY OF SONOMA	501,959	\$59,064	\$62,362
Cloverdale	8,825	\$2,430	\$2,547
Cotati	7,153	\$2,165	\$2,268
Healdsburg	11,699	\$3,009	\$3,159
Petaluma	60,375	\$12,215	\$12,882
Rohnert Park	42,003	\$8,723	\$9,194
Santa Rosa	175,667	\$28,888	\$30,492
Sebastopol	7,527	\$2,196	\$2,301
Sonoma	10,865	\$2,863	\$3,004
Windsor	27,031	\$6,051	\$6,372
TOTALS	7,649,565	\$1,957,767	\$2,065,639
DUES PER CAPITA RATES			
First 50,000		0.194414872	0.2053333
Next 50,000		0.184182511	0.1945263
Next 100,000		0.126199127	0.1332865
Remaining Population over 200,000		0.090385861	0.0954620



CONTACT INFO

Brad Paul

Acting Executive Director
bradp@abag.ca.gov
415.820.7955

Julie Pierce

ABAG President
julie_pierce@comcast.net

RESEARCH AND PLANNING

SAN FRANCISCO ESTUARY PARTNERSHIP

POWER

BayREN

ABAG PLAN

ABAG FINANCE AUTHORITY

LEGISLATIVE ACTIVITY

COMMUNICATIONS

FISCAL MANAGEMENT SERVICES

BUDGET AND DUES



Association of Bay Area Governments

375 Beale Street, Suite 700
San Francisco, CA 94105

415.820.7900 PHONE
415.820.7970 FAX
info@abag.ca.gov E-MAIL
www.abag.ca.gov WEB



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DRAFT COMMUNICATIONS AND MEMBER SERVICES: 2017-18

In recent years, ABAG’s communications and member services work has been done by Leah Zippert, Halimah Anderson, and Edna Yeh. Together they have informed and engaged ABAG’s membership, local elected officials, local government staff and the general public regarding ABAG’s programs and services related to land use, the environment, resilience, risk management, energy efficiency etc.

As we transition to a single consolidated staff, they will be under MTC’s Deputy Executive Director, Alix Bockelman, working within the Legislation and Public Affairs department directed by Randy Rentschler. They’ll continue doing the work necessary to keep the Bay Area’s cities, towns and counties engaged in ABAG’s work. Staff consolidation also gives ABAG access to MTC’s excellent graphics and legislative advocacy staff. Leah, Halimah, and Edna will continue to play a role in carrying out the following tasks:

WORK PLAN

KEY TASK	TASK DETAILS
1. Outreach	<ul style="list-style-type: none"> 1.1. Plan/write/produce and manage development and distribution of print and electronic communications, (e.g. monthly newsletters, ABAG website content management, major reports). Major reports include annual ABAG Budget and Work Program and reports authored by LCPs. Edit a range of agency documents for grammar, consistency, and layout. 1.2. As needed, manage and conduct ABAG annual awards program. Primary contact person for entrants, judges, videographer, and award winners. 1.3. Provide selected event planning and management services for variety of ABAG conferences/events. 1.4. Manage other outreach campaigns and events such as Bay Trail’s 25th Anniversary activities and the Local Government Health and Wellness Forum. 1.5. Work with ABAG president, senior consolidated staff, and other internal clients as needed.
2. Media Relations	<ul style="list-style-type: none"> 2.1. Write and distribute ABAG press releases on variety of subjects. Contact reporters to follow-up. 2.2. Develop op-eds on a variety of key ABAG initiatives. 2.3. Serve as primary contact for various media, providing background info on various ABAG activities. 2.4. Coordinate between media and subject matter experts to arrange in-depth interviews. 2.5. Monitor media coverage and develop ABAG News Report.
3. General Assembly	<ul style="list-style-type: none"> 3.1. Take lead in managing all aspects of ABAG General Assembly(ies) for Bay Area elected officials. 3.2. Write scripts for ABAG President. 3.3. Provide day-of event management. 3.4. Develop conference agenda. 3.5. Identify, confirm, and coordinate presentations from speakers – both elected officials and subject matter experts. 3.6. Create and manage attendee outreach effort, both on-line and hard copy. 3.7. Manage registration process 3.8. Provide venue research, AV, and catering selection



DRAFT COMMUNICATIONS AND MEMBER SERVICES: 2017-18

WORK PLAN

KEY TASK	TASK DETAILS
4. County Delegate Meetings	<ul style="list-style-type: none">4.1. Set up series of meetings in each county for delegates and alternates to ABAG's General Assembly. These smaller scale meetings create increase participation in ABAG activities.4.2. Work with ABAG Board members/delegates by county to set logistics and issue invitations.4.3. Develop agenda in coordination with participating ABAG Board members and planning staff.4.4. Develop powerpoints targeted for each county.4.5. Conduct meetings and follow up with answers to questions following delegate meetings.
5. Legislative Activities	<ul style="list-style-type: none">5.1. Develop legislative priorities for committee review and examine ways to more effectively coordinate the ABAG and MTC legislative advocacy and legislative committee work5.2. Research background information and analysis on bills of interest to ABAG committees5.3. Develop and maintain legislation summary and status of bills tracked by ABAG5.4. Produce Legislative Committee Meeting packet materials and agenda for ABAG5.5. Develop letters of support or opposition following action by ABAG5.6. Working with consolidated staff, present legislation to ABAG committee members5.7. Develop meeting summary and maintain committee legislative information on ABAG website5.8. Manage annual legislative workshop and reception in Sacramento



DRAFT COMMUNICATIONS AND MEMBER SERVICES: 2017-18

WORK PLAN

KEY TASK	TASK DETAILS
6. Website	<p>6.1. Design, program, and maintain a variety of websites for ABAG and affiliated organizations (see list below), using the skills listed below.</p> <p>6.2. <i>Front end development</i>: User interface design, Responsive design, HTML, CSS, Javascript, jQuery, search engine optimization, WordPress, Photoshop</p> <p>6.3. <i>Back end development</i> (LAMP stack plus others): Linux, Apache, Perl, CGI scripting, PHP, MySQL, Postgres</p> <p>6.4. Update website content provided by various departments, LCPs and outside agencies including:</p> <p>6.4.1. abag.ca.gov (daily to weekly maintenance/updates for: PLAN, FAN, Planning, POWER, web store)</p> <p>6.4.2. bapda.net (designed and coded new site in 2016; periodic maintenance)</p> <p>6.4.3. bayareaenergyupgrade.org (from previous version hosted by consultants; monthly maintenance)</p> <p>6.4.4. bayarearegionalcollaborative.org (periodic maintenance)</p> <p>6.4.5. bayren.org (from previous version hosted by outside consultants; monthly maintenance)</p> <p>6.4.6. baytrail.org (periodic maintenance, provide support to WordPress users)</p> <p>6.4.7. ecowisecertified.org (periodic maintenance)</p> <p>6.4.8. sfbayrestore.org (weekly maintenance; 2018 budgeted for complete redesign)</p> <p>6.4.9. sfbaywatertrail.org (2017 in process of migrating to our servers)</p> <p>6.4.10. sewersmart.org (periodic maintenance).</p> <p>6.5. Website Tasks</p> <p>6.5.1. Design new web pages for various departments, making decisions on how to organize and display the provided content to maximize the user experience.</p> <p>6.5.2. Design and maintain databases to provide content for web pages.</p> <p>6.5.3. Create secure online registration forms for conferences and workshops, connecting the forms to both our database server and our secure online payment system.</p> <p>6.5.4. Maintain and provide Google Analytics data to users as requested.</p> <p>6.5.5. Troubleshoot server for outside clients and internal users, assist with server upgrades/ maintenance.</p> <p>6.5.6. Maintain our online hosting account, keeping track of when domains and other services are in need of renewal, then communicate with the relevant departments to ensure that the services are renewed as needed, with the charges billed to the correct accounts.</p> <p>6.5.7. Maintain certificates for our secure servers, ensure they're renewed regularly and correctly installed.</p> <p>6.5.8. Maintain ABAG's online calendar.</p> <p>6.5.9. Assist with troubleshooting software issues, including ABAG's proprietary minutes & agendas posting program.</p>

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DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

This list of anticipated planning program tasks under the 2017-2018 Budget & Work Plan was compiled by ABAG senior planning staff in consultation with their counterparts at MTC. The work, however, will be carried out by the new Integrated Regional Planning Program staff that will result from the consolidation of MTC's and ABAG's separate planning and research teams on July 1, 2017.

The items listed below represent the best thinking of staff today as we look ahead to the coming fiscal year. As was the case with past Budget & Work Plans, individual tasks listed here could be delayed or altered, and new tasks may be added based on new information and opportunities that present themselves in 2017-2018.

HOUSING

KEY TASK	TASK DETAILS
1. Compilation of Housing Permit Data	1a. Survey all Bay Area jurisdictions to collect data about location and affordability for all permits issued. Vet data and work with jurisdictions to gather missing data and resolve data inconsistencies. 1b. Compile permit data into a uniform region-wide database. 1c. Geocode all permits and analyze data to understand trends about permit location (relative to PDAs, TPAs, Housing Element sites, etc.), affordability, and unit types. Identify engaging ways to share analysis results. 1d. Publish RHNA Progress Report and GIS files based on compiled data.
2. Improve Permit Data Accuracy, Scope, and Ease of Collection	2a. Refine ABAG/MTC internal building data collection processes to improve data timeliness, consistency, and accuracy. 2b. Continue to work with HCD to improve data required from jurisdictions and/or transfer of data collected through APRs. 2c. Continue partnership with OpenSMC and jurisdictions to develop technical tools to improve the quality of housing data collected from local governments and the ease of reporting that data. 2d. Pursue legislative changes as needed to improve data collection processes, accuracy and scope.
3. Online Policy Directory	3a. Compile results of local jurisdiction survey about adopted policies and programs into region-wide database. Gather missing data, such as links to ordinances. 3b. Expand the display/search functionality of online directory and make information more visual. Create infographics depicting the Bay Area policy landscape. 3c. Develop online database of existing affordable housing of all types.
4. Housing Policy Toolkit	4a. Compile examples of best policies, programs, practices, model ordinances, etc. for all policies in the toolkit; display online. 4b. Develop FAQ related to Bay Area housing issues and oft-requested metrics. Identify existing policy papers and, if needed, conduct research to answer questions. Develop format for presenting information online.



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

HOUSING

KEY TASK	TASK DETAILS
5. Technical Assistance	<p>5a. Help jurisdictions implement State-mandated plans: SCS, Housing elements, Climate Action Plan, Local Hazard Mitigation Plan etc.</p> <p>5b. Support ABAG/MTC housing initiatives, such as CASA, TOAH, NOAH, OBAG, JumpStart, etc.</p> <p>5c. Continue to support sub-regional initiatives, including East Bay Corridors Initiative, Grand Boulevard Initiative, and existing and potential RHNA subregions.</p> <p>5d. Work with East Bay Corridors Initiative to provide technical assistance to promote and facilitate soft-story assessments, soft-story ordinance adoption, and soft-story retrofit financing as well as the creation of local programs for permitting and financing integrated retrofits that address seismic, water, and energy upgrades and promote housing affordability.</p> <p>5e. Expand consultative services to planning/housing staff and policy leaders in cities, counties and institutions who are working to advance specific ABAG-endorsed land use policies and practices.</p>
6. Collaboration and Engagement	<p>6a. Pro-actively engage jurisdictions' elected officials and staff, practitioners and advocates to advance conversations that promote housing production, preservation, affordability and neighborhood stabilization.</p> <p>6b. Support the efforts of the Housing Subcommittee of the Regional Planning Committee to strengthen the linkage between staff-level and policy-level actions, and between ABAG and key implementation partners, to advance regional housing goals and related legislation.</p> <p>6c. With the guidance of the Regional Planning Committee Housing Subcommittee, explore incubation of a Regional Housing Trust Fund to increase resources available for housing production and preservation.</p>
7. Legislation	<p>7a. Support legislation and regulatory reforms that enable cities and counties to advance specific ABAG-endorsed local land-use policies and practices.</p>
Plan for Major Future Tasks	<p>Convene a Housing Methodology Committee (HMC) to assist ABAG in fulfilling its mandate to conduct the RHNA process.</p> <p>Work with the HMC to implement the requirements of the RHNA process, per State statutes.</p>



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

JOBS AND WORKFORCE

KEY TASK	TASK DETAILS
<p>1. Regional Economic Development District</p>	<p>1a. Complete Comprehensive Economic Development Strategy (CEDS)</p> <p>1a(i). Continue presentations to development organizations and boards of supervisors, work with supervisors to adopt goals and objectives</p> <p>1a(ii). Incorporate comments from general public, elected officials and agency staff into draft CEDS (to be released in 2017).</p> <p>1a(iii). In conjunction with RPC Economic Strategy Committee, public partners, business partners, MTC, and other stakeholders, establish governance structure, action plan, and metrics.</p> <p>1a(iv). Submit application to US Economic Development Administration for designation as the Regional Economic Development District of the Bay Area</p> <hr/> <p>1b. Maintain Regional Economic Development District Functions</p> <p>1b(i). Technical assistance, coordinating functions, and collaborative activity towards maintaining the region’s economic strength and broadening access to opportunity; ongoing meetings with local economic and workforce development representatives to stay abreast of current economic conditions and their impacts on business and households.</p>
<p>2. Industrial Lands Policy and Information</p>	<p>2a. Define a Priority Production Area (PPA) program that will enhance the strength of sectors dependent on this space without threatening the critical path for housing production in the region</p> <p>2b. Meet with key stakeholders and elected officials in the region to explain the results of the UC Berkeley industrial lands study, answer questions and obtain feedback.</p>
<p>3. Regional Coordination, Partnerships for Economic and Workforce Development</p>	<p>3a. As needed, attend meetings, provide data and technical assistance to help strengthen planning for PDAs, PCAs and PPAs and to provide assistance to communities in economic transition.</p> <p>3b. Develop and maintain website tools to share regional best practices in economic and workforce development</p>
<p>Plan for Major Future Tasks</p>	<p>Develop draft criteria for designating an area a PPA</p> <p>With input from jurisdictions with representative types of industrial land, develop sample language for PPA programs in different types of communities</p> <p>Explore incentive programs that could be applied in PPAs to encourage development that preserves critical industrial sectors and networks and is consistent with other goals of Plan Bay Area</p>



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

RESILIENCE

KEY TASK	TASK DETAILS
1. Safe, Smart Growth Framework and Pilot	1a. Develop short white papers describing the five phases of the Safe, Smart Growth Framework 1b. Develop revised, more detailed guidebooks for cities and regions to guide them through a resilience-building process 1c. Partner with EPA and FEMA to fund pilot to test a process and tools that could be used throughout the western US
2. Resilient Housing	2a. Update housing loss and temporary shelter numbers from 2003 for 16 new earthquake and flood scenarios 2b. Update 2003 housing quiz to help users easily identify if their housing is fragile 2c. Develop easy-to-use online and print tools to help users easily identify fragile housing types 2d. Develop policy tools such as model ordinances, guidance, and other policy tools to implement soft story and other safer housing policies
3. Resilient Infrastructure	3a. Identify and propose for joint adoption policies by cities and water and energy utilities to overcome infrastructure-related obstacles to PDA implementation 3b. Through RPC Infrastructure Subcommittee, develop partnerships with utilities and cities to pilot projects that develop, test, and expand the capacity of utilities to serve cities after major disasters
4. Mitigation and Adaptation Plan Assistance	4a. Conduct workshops focused on implementation of resilience-building strategies developed in previous years 4b. Assist jurisdictions one-on-one or in cohorts (like EBCI) to develop tailored policy and planning tools
5. Regional Resilience Assessment	5a. Identify/research resilience actions in 5-10 additional cities 5b. Develop online dashboard to display assessment outcomes, coordinated with other existing databases and dashboards created by ABAG, MTC and other partners
6. Rockefeller 100 Resilient Cities (100RC) Partnership	6a. Develop workshops that leverage the 100RC model as well as local investments to catalyze resilience implementation in all Bay Area jurisdictions
7. Statewide policy partnerships	7a. Develop statewide resilience policy platform white paper, aligned with key partners, to advocate policy at a state level 7b. Strengthen statewide partnerships with existing partners, and build new partnerships, to support and advance state policy adoption
8. USGS Partnership	8a. Conduct regional briefings and/or workshops to tell the story of a major Hayward earthquake and its impacts on several sectors, plus how cities can respond
9. Wildland Fire Study	9a. Develop report that identifies the region’s vulnerability to wildland fire and its capacity to reduce this vulnerability 9b. Develop targeted strategies for reducing wildland fire risk



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

REGIONAL TRAILS AND OPEN SPACE

KEY TASK	TASK DETAILS
1. Manage Bay Trail Coastal Conservancy Block Grants	1a. Manage Coastal Conservancy block grants as pass-through funds through individual contracts to local agencies for planning, design, engineering and construction of Bay Trail segments 1b. Complete Block Grants totaling \$7 million 1c. Enter into new Conservancy grant contracts as available 1d. Recommend new grant awards from Bay Trail Steering Committee
2. Engage Local Agencies to Close Bay Trail Gaps	2a. Coordinate completion of Bay Trail through 9 counties, 47 cities and across 7 toll bridges 2b. Raise awareness of trail gaps with elected officials and shoreline agency staff 2c. Ensure consistency with Bay Trail Plan and Design Guidelines & Toolkit 2d. Review local shoreline development proposals and participate in local planning, climate resiliency, BCDC, CEQA/NEPA processes 2e. Partner with stakeholders and advocates on gap closures
3. Secure Outside Funding Sources for Bay Trail Construction	3a. Secure funding sources beyond Coastal Conservancy grants to close gaps 3b. Serve on San Francisco Bay Restoration Authority Advisory Committee 3c. Engage in process to develop Regional Measure 3 3d. Track statewide park bond progress 3e. Seek corporate foundations and grants
4. Strengthen Bay Trail Partnerships	4a. Meet regularly with local and state elected officials and share custom packets for districts, expand coordination with CMAs, natural resource agencies, tourism boards, health providers and youth organizations 4b. Strengthen relationships with corporate shoreline land owners 4c. Participate in Bay Area Trails Collaborative and work with other trail organizations
5. Promote Awareness of Bay Trail	5a. Promote awareness of the Bay Trail to increase use and build support for its completion with a comprehensive marketing plan, updated Bay Trail maps, website, social media sites, brochures and merchandise 5b. Participate in public events and conferences 5c. Promote, expand and secure funding for <i>Migrations</i> public art program and Smart Phone Audio Tours
6. Maintain and Manage Bay Trail Organizational Capacity	6a. Increase the organizational capacity of the Bay Trail Project by enhancing the effectiveness of its staff and board of directors 6d. Develop advocacy and stewardship teams focused on local area projects
7. Manage Water Trail Coastal Conservancy Block Grants	7a. Manage Coastal Conservancy block grants as pass-through funds through individual contracts to local agencies for planning, design, engineering and construction of Water Trail sites 7b. Spend down block grant totaling \$1.75 million 7c. Enter into new Conservancy grant contract in September 2017 7d. Seek other sources of funding to match Conservancy grants



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

REGIONAL TRAILS AND OPEN SPACE

KEY TASK	TASK DETAILS
8. Facilitate Water Trail Site Designation & Local Engagement	8a. Obtain formal support from local jurisdictions and assist shoreline managers of potential Water Trail sites in preparation for official site designation, review local shoreline development proposals and participate in local planning processes
9. Advance Goals of Water Trail Education, Outreach & Stewardship Program	9a. Advance the goals by updating, maintaining and distributing existing outreach tools, developing new outreach strategies and promoting the Water Trail at events and conferences 9b. Collaborate with partners to complete implementation plans and identify priority Water Trail sites 9c. Increase social media presence as primary outlets for public information 9d. Participate in public events and conferences
10. Oversight of Water Trail EIR Mitigation, Monitoring & Reporting Program	10a. Provide oversight of the mitigation, monitoring and reporting program developed as part of the Water Trail Final EIR 10b. Ensure mitigation requirements of EIR are integrated into Water Trail advancement 10c. Develop and fabricate signs with required language and custom messages 10d. Maintain Water Trail GIS database and create maps to illustrate site details
11. Manage PCA Program	11a. Manage the Priority Conservation Area designation process and the PCA OBAG grant program in partnership with MTC and the Coastal Conservancy 11b. Inform regional trail and urban greening partners of OBAG 2 funding opportunities 11c. Work with cities and regional agencies to identify, prioritize, and seek funding for a network urban greening and natural infrastructure projects
Plan for Major Future Tasks	Release call for applications for new and modified PCAs Process new PCA designation approvals through Regional Planning Committee and Executive Board Develop OBAG3 Grant Guidelines



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

COMPLETE COMMUNITIES

KEY TASK	TASK DETAILS
1. PDA Planning Grants and Technical Assistance	1a. Release Call for Projects: PDA Planning Grants, Technical Assistance and Staffing Assistance 1b. Issue Grant Awards (number subject to funding availability and amount requested) 1c. Manage and complete ongoing PDA planning grants (number subject to project timeline) 1d. Monitor grant progress and report out on adopted plans and environmental reports
2. Complete Communities Guidance & PDA Designations	2a. Release draft Complete Communities/PDA Planning Manual (update to 2007 Station Area Planning Manual including PDA guidelines) 2b. Perform outreach to cities in advance of 2018-19 PDA application period.
3. Convening & Coordination	3a. Convene cities along new or expanding transit corridors and the region's three largest cities to discuss challenges to achieving PDA Plans and identify shared priorities 3b. Convene regional agencies, infrastructure providers, and special districts to identify collaborative actions to support development in PDAs 3c. Coordinate East Bay Corridors Initiative: convene steering committee and subcommittees; complete ongoing projects (safe housing model code, EPA Brownfields and Urban Greening Grants, priority project pipeline); identify actions to support housing-related priorities identified by steering committee 3d. Participate in established forums, including county and congestion management agency planning director meetings, Grand Boulevard Initiative and Bay Area TOD Implementation Table 3e. Pursue joint funding to implement priorities of transit corridor cities and regional centers; identify actions to increase pool of available funding for infrastructure and housing in PDAs
4. Implementation and Innovation	4a. Host three Planning Innovations forums on topic prioritized by local planning staff 4b. Transform Planning Innovations website into a repository of best practices, research, successful plans, and a forum for regional discussion 4c. Partner with a city, community organizations, and design professionals to host two Placemaking events in PDAs 4d. Expand Places of the Bay Area, a web and social media platform to gather input from PDA residents on community assets and aspirations 4e. Launch interactive online guide to streamlining infill development that supports adopted PDA plans
Plan for Major Future Tasks	Release Complete Communities/PDA Planning Manual Issue request for PDA applications Process new PDA designation approvals through Regional Planning Committee and Executive Board



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

REGIONAL RESEARCH AND ANALYSIS

KEY TASK	TASK DETAILS
<p>1. Regional Forecasts and Projections</p>	<p>1a. Regional Forecast</p> <p>1a(i). Regional Economic Forecast: Maintain and update the REMI modeling system or the equivalent to forecast output, employment, income and population and for use for impact analysis.</p> <p>1a(ii). Household and Income Distribution Forecasts: Continue development of the household and income distribution models. Explore alternative model approaches.</p> <hr/> <p>1b. Local Area Forecast Allocation</p> <p>1b(i). Urban Sim Modifications: Convene a team of Integrated Planning and Research Department (IPRD) staff to prioritize relationships to recalibrate in the Urban Sim model.</p> <p>1b(ii). Land Use Zoning Policy and Pipeline Updating Process: With IPRD staff from the research and modeling teams, identify information needed to keep Urban Sim assumptions and baseline up to date, design process (questionnaire, information gathering protocol) to obtain information, set priorities on data types</p> <p>1b(iii). Projections 2017: Compile data developed in UrbanSim and used in the Plan Bay Area preferred scenario by jurisdiction and census tract. Prepare a published report explaining methodology and describing general projected trends, with tables at the jurisdiction and PDA levels. Prepare an electronic data base with data broken out to the census tract or TAZ level.</p>
<p>2. Regional Analysis</p>	<p>2a. Analysis of Bay Area Conditions and Trends</p> <p>2a(i). State of the Region Analysis. Updated report of key trends and conditions in the region between Plan Bay Area years.</p> <p>2a(ii). Special topic analyses and updates. Short term research on timely topics as data is released. (eg. Senior Housing Choices; housing vacancy components; cost of living trends; migration trends)</p> <hr/> <p>2b. Analytic expertise for other planning programs and agency products</p> <p>2b(i). Expertise shared with regional partners (eg. retail sales tax revenue forecasts)</p> <p>2b(ii). Analytic portions of planning program initiatives (eg. metrics for the CEDS and for Resilience measures)</p>
<p>3. Data Services</p>	<p>3a. Maintain data sources</p> <p>3a(i). Quarterly update of Cost of Living Series on Website</p> <p>3a(ii). Demographic and Economic Data through update of Vital Signs with more detailed series maintained as related to ongoing department reports.</p> <p>3a(iii). Real Estate Data—rent series as available, permit data from CHF-CIRB, price series from FHFA</p> <hr/> <p>3b. Develop new strategic and locally relevant data sources</p> <p>3b(i). State of California Employment Data by Jurisdiction—maintain proprietary data base of California Employment Development Department records for analysis growth and location patterns within the region.</p>



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REGIONAL RESEARCH AND ANALYSIS

KEY TASK	TASK DETAILS
<p>4. Mapping Services <i>Note: These services are critical to continuing ABAG staff support of the COG. It is likely they will be provided ultimately by a broader data services program in the IPRD. The critical functions are listed here</i></p>	<p>4a. Maintain mapping software for the use of consolidated ABAG/MTC staff.</p> <p>4b. Maintain related GIS databases of regional data for staff use.</p> <p>4c. Maintain map apps that provide information to staff and outside users. Specific apps include:</p> <p>4c(i). PDA Showcase</p> <p>4c(ii). Natural Hazards mapping</p>
<p>5. Contract, Collaborative and pro bono Services</p>	<p>5a. USGS Haywired Consulting</p> <p>5a(i). Work with client and consultants to expand economic analysis of the scenario</p> <p>5a(ii). REMI methodology for analyzing scenario</p> <p>5a(iii). REMI analysis and report</p> <p>5a(iv). With client, draft report of consultant work (tentative)</p> <p>5b. Tracking business impacts following an earthquake (Napa Survey project)</p> <p>5b(i). Complete conference or journal article on survey development and implementation in Napa and Oklahoma</p> <p>5b(ii). Work with EERI team to modify and apply instrument as events occur</p> <p>5c. Peer reviews of projects, articles and analysis</p> <p>5d. Partnerships with Local Jurisdictions and Stakeholder Organizations as requested by outside groups (BACEI, State of California, journals, TBD)</p> <p>5d(i). Technical and convening support to BAPDA (Bay Area Planning Director's Association).</p> <p>5d(ii). Technical assistance to local jurisdictions (access to data, explaining economic and demographic trends)</p> <p>5d(iii). Engagement, presentations and discussion with local elected officials, professionals, and the general public.</p>
<p>6. Rockefeller 100 Resilient Cities (100RC) Partnership</p>	<p>6a. Develop three workshops that leverage the 100RC model as well as local investments to catalyze resilience implementation in all Bay Area jurisdictions</p>
<p>7. Statewide policy partnerships</p>	<p>7a. Develop statewide resilience policy platform white paper, aligned with key partners, to advocate policy at a state level</p> <p>7b. Strengthen statewide partnerships with existing partners, and build new partnerships, to support and advance state policy adoption</p>
<p>8. USGS Partnership</p>	<p>8a. Conduct regional briefings and/or workshops to tell the story of a major Hayward earthquake and its impacts on several sectors, plus how cities can respond</p>



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

REGIONAL RESEARCH AND ANALYSIS

KEY TASK	TASK DETAILS
9. Wildland Fire Study	<p>9a. Develop report that identifies the region’s vulnerability to wildland fire and its capacity to reduce this vulnerability</p> <p>9b. Develop targeted strategies for reducing wildland fire risk</p>
Plan for Major Future Tasks	<p>Population Forecast: Update and apply the 2014 Pitkin Myers population model to validate or modify the REMI population output.</p> <p>Analysis of travel survey data to better understand role of TOD in reducing GHG.</p> <p>Impact analysis—application of the REMI model: Impact of unexpected events (eg. an earthquake, a sharp change in national economic trends, changing migration); Impact of major proposals (eg. a regional housing trust fund, a PPA program); Impact of ongoing programs (eg. regional trails, PDAs)</p> <p>Affordable Housing Database—update existing inventory</p> <p>Update Community and Housing Vulnerability data from Safe Housing, Safe Communities</p> <p>Building pipeline data. As system for data collection is established, build a system for recording pipeline data annually for the region</p> <p>Local Policy Survey. Reestablish the local policy survey and systematically store the information in a geocoded data base.</p>



DRAFT INTEGRATED REGIONAL PLANNING PROGRAM: 2017-18

LOCAL ENGAGEMENT

KEY TASK	TASK DETAILS
1. ABAG Delegates and Committees	1a. Support development of General Assembly to adopt ABAG Workplan and Budget (annually) 1b. Participate in ABAG Delegate Meetings in each county (semi-annually) 1c. Staff the Regional Planning Committee and its subcommittees, currently Housing, Infrastructure Resilience, and Economic Development 1d. Prepare and present decision support briefings and recommendations to ABAG Executive Board, Administrative Committee, and Legislative & Governmental Organizations Committee.
2. Subregional Agency Staff	2a. Participate in Planning Director meetings in each county (monthly) 2b. Participate in Congestion Management Agency Planning Director meetings (monthly) 2c. Participate in city managers' association meetings in each county (monthly) 2d. Staff the steering committee of the Bay Area Planning Directors Association (BAPDA), and produce symposiums semi-annually
3. Subregional Cohorts	3a. Participate in and support Grand Boulevard Initiative, East Bay Corridors Initiative and other multi-jurisdiction initiatives focused on land-use policy development and implementation 3b. Participate in regional and sub-regional business and economic development organizations 3c. Convene forums on topics of interest to local government officials related to land-use, such as hazard resilience, Green Infrastructure (in partnership with BASMAA), housing, placemaking and economic development
4. Information & Referral	4a. Respond to incoming requests from local elected officials and staff for information and referral (daily) 4b. Maintain web-based resources as requested by local government officials: FAQs, maps, data sets, articles, links to resources; and database of local government officials (elected), executives, Planning Directors, Public Works Directors, Community Development Directors) for all cities, counties and ABAG committees
5. Staff Consolidation Opportunity	5a. Engage local agencies and stakeholder organizations in ways that maximize opportunities arising from the ABAG/MTC staff consolidation, assuring transparency and local government collaboration in work processes.

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MEMORANDUM OF UNDERSTANDING
between
ASSOCIATION OF BAY AREA GOVERNMENTS
and
METROPOLITAN TRANSPORTATION COMMISSION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of the ___ day of _____, 2017, by and between the Association of Bay Area Governments, (ABAG), a Council of Governments established by agreement among its members pursuant to the Joint Exercise of Powers Act, California Government Code §§ 6500, *et seq.* and the Metropolitan Transportation Commission (MTC), a regional transportation planning agency established pursuant to California Government Code § 66500.

RECITALS

- A. ABAG was created in 1961 and serves as the Council of Governments for the 101 cities/towns and nine counties that make up the region with powers and responsibilities granted to it under the laws of the State of California.
- B. MTC is the federally designated Metropolitan Planning Organization (“MPO”), pursuant to Section 134(d) of Title 23 of the United States Code (USC) for the nine-county San Francisco Bay Area region (the “Bay Area” or “region”).
- C. In November 2015 MTC and ABAG agreed to a jointly retain Management Partners to conduct a merger study and to propose a merger implementation plan.
- D. At the June 2016 meeting of the ABAG Executive Board, it adopted Resolution 07-16 stating its support for merger options 4 and 7 and their respective implementation action plans as presented by Management Partners with the ABAG Executive Board acknowledging moving forward with merger option 7.
- E. On May 25, 2016 MTC adopted Resolution No. 4245 approving an implementation plan dated May 17, 2016 for merger option 7.
- F. ABAG and MTC have concluded that this MOU and the concurrent Contract for Services is the preferred means for ABAG and MTC to jointly pursue their respective missions and to carry out their respective responsibilities for the benefit of the San Francisco Bay region.

STATEMENT OF MUTUAL UNDERSTANDING

1. **Option 7**

ABAG and MTC have agreed to pursue the implementation of Option 7 through a mutually agreed upon Contract for Services that governs how ABAG and MTC will share the use of a consolidated staff to carry out their respective missions and statutory powers and responsibilities and a mutually agreed upon memorandum of understanding to jointly pursue with MTC new governance options.

2. **This Memorandum of Understanding**

This MOU is the memorandum of understanding required by Option 7.

3. **Concurrent Contract for Services**

ABAG and MTC have agreed upon the Contract for Services required by Option 7 which is attached as _____

4. **Deadline to Initiate Discussions on Governance**

No later than July 1, 2019, ABAG and MTC will begin discussions on whether the two agencies ~~can~~should restructure their governing boards to better serve the region and to better utilize the consolidated staff. These discussions may be conducted directly through the Executive Board of ABAG and the Commission of MTC, or their respective designated policymakers or designated policy bodies.

5. **Commencement of Information Gathering and Staff Support for Discussion on Governance**

No later than July 1, 2018, ABAG and MTC will direct and jointly fund the consolidated staff to begin collecting information on the governance structures of regional planning agencies with a focus on those with both land use and transportation planning powers and responsibilities, including transportation funding and investment.

6. **Selection of Future Termination of Employment of the Incumbent Executive Director**

The Executive Director of MTC will serve as the Executive Director of the consolidated staff. Until the two governing boards are merged, the interview/selection committee for successor directors shall be comprised of equal numbers of MTC and ABAG board members to be appointed by the respective Chair of MTC and President of ABAG. The recommendation of that committee will be presented to the MTC for final decision. If MTC receives notice prior to July 1, 2018 from its incumbent Executive Director that he will be terminating his employment with MTC, the consolidated staff will promptly begin implementation of section 5.

End of Document
Signature Page to Follow

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSOCIATION OF BAY AREA GOVERNMENTS
AND
METROPOLITAN TRANSPORTATION COMMISSION
* * * * ***

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, ABAG and MTC have caused this MOU to be duly executed on its behalf.

Association of Bay Area Governments

Julie Pierce, President

Approved as to Form:

Kenneth K. Moy, Legal Counsel

Metropolitan Transportation Commission

Jake Mackenzie, Chair

Approved as to Form:

Adrienne Weil, General Counsel

Draft ~~March 15,~~April 11, 2017

CONTRACT FOR SERVICES

between

METROPOLITAN TRANSPORTATION COMMISSION

and

ASSOCIATION OF BAY AREA GOVERNMENTS

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CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (this "Agreement") is made and entered into as of the ___ day of Month, 20___, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 and the Association of Bay Area Governments, (herein called "ABAG"), a Council of Governments established by agreement among its members pursuant to the Joint Exercise of Powers Act, California Government Code Sections 6500, *et seq.*

RECITALS

MTC is the federally designated Metropolitan Planning Organization ("MPO"), pursuant to Section 134(d) of Title 23 of the United States Code (USC) for the nine-county San Francisco Bay Area region (the "Bay Area" or "region").

ABAG was created in 1961 and serves as the Council of Governments for the 101 cities/towns and nine counties that make up the region with powers and responsibilities granted to it under the laws of the State of California.

In November 2015 MTC and ABAG agreed to jointly retain Management Partners to conduct a merger study and to propose a merger implementation plan.

At the June 2016 meeting of the ABAG Executive Board, it adopted Resolution 07-16 stating its support for merger options 4 and 7 and their respective implementation action plans as presented by Management Partners, with the ABAG Executive Board acknowledging moving forward with merger option 7.

On May 25, 2016 MTC adopted Resolution No. 4245 approving an implementation plan dated May 17, 2016 for merger option 7.

ABAG and MTC have concluded that this Agreement is the preferred means for ABAG and MTC to jointly pursue their respective missions and to carry out their respective responsibilities for the benefit of the San Francisco Bay region.

TERMS AND CONDITIONS

1. DEFINITIONS

ABAG is a joint powers agency that serves as the region's Council of Governments with the statutory responsibilities and powers granted by the California Legislature including, but not limited to, (a) responsibility for preparation of portions of the region's sustainable communities strategy and (b) authority to adopt the regional housing need allocation (RHNA) plan. The ABAG Executive Board and/or its standing committees and Local Collaboration Program governing boards are referenced from time to time in this Agreement in order to represent the interests of ABAG.

ABAG Legacy Employees means the individuals identified in Section [5] of this Agreement, each of whom, as of the Effective Date, is currently an employee of ABAG and is expected, in accordance with the Employee Transition Plan, to accept an offer of employment at MTC.

Effective Date means the effective date of this Agreement as set forth above.

Employee Transition Plan means the plan for transitioning ABAG Legacy Employees to employment at MTC as described in Exhibit [B] to this Agreement.

Enterprise Board means the governing board of a LCP.

Local Collaboration Program (LCP) means, individually or collectively as the context may require, each of the following entities created by ABAG in collaboration with local governments to implement a regional program:

Bay Area Regional Energy Network (BayREN);

San Francisco Estuary Partnership (SFEP);

San Francisco Bay Trail (BayTrail) and Water Trail (Water Trail);

ABAG Finance Authority for Nonprofit Corporations (FAN);

ABAG Finance Authority (ABAG FA);

ABAG PLAN Corporation (PLAN);

ABAG Publicly Owned Energy Resources (POWER);

Shared Agency Risk Pool (SHARP); and

San Francisco Bay Restoration Authority (SFBRA).

MTC is a regional transportation planning agency established pursuant to California Government Code § 66500 and is the federally designated Metropolitan Planning Organization ("MPO"), pursuant to Section 134(d) of Title 23 of the United States Code (USC) for the nine-county San Francisco Bay Area region.

MTC ICAP Rate means the indirect cost allocation plan, as approved by the appropriate MTC oversight agency.

Operating Budget and Work Plan means each annual operating budget and work plan for ABAG prepared and submitted by MTC in accordance with Section [4] of this Agreement and approved by the ABAG Executive Board and, to the extent applicable, each LCP governing body. Each operating budget and work plan will describe, in detail, the scope of work to be performed by MTC and the compensation to be paid to MTC for services rendered.

Transitioned Employee means each ABAG Legacy Employee who, after cessation of his or her employment at ABAG, voluntarily accepts an offer of employment at MTC and becomes an employee of MTC.

2. PRESERVATION OF RESPONSIBILITIES AND MISSIONS OF ABAG AND THE LCPs

The parties agree to use their best efforts to preserve, serve and secure the statutory powers and responsibilities of ABAG and the mission of ABAG as the region's Council of Governments following the Effective Date, and similarly to preserve, serve and secure the respective goals and missions of the LCPs. The activities and responsibilities described in this section should be approached in a manner that acknowledges that cities and counties are important partners in regional planning and that regional land use planning must be coordinated with local land use planning in order to succeed in building high quality neighborhoods.

A list of ABAG's statutory responsibilities is attached as Exhibit [A] and may be revised to reflect changes to those responsibilities and powers made by the California Legislature without formal amendment of this contract. To ensure that the services provided under this Agreement serve the goals and missions of ABAG and the LCPs, the parties agree as follows:

2.1 The Executive Director of MTC will perform the following duties and functions with respect to ABAG and the LCPs:

- (a) attend all regular meetings of the ABAG Executive Board and key committees (Administrative Committee, Finance and Personnel Committee, Legislation and Government Operations Committee, Regional Planning Committee) unless excused in advance by the President of such board or chair of the committee, or the attendance of another MTC senior manager is mutually agreed upon;
- (b) attend meetings of the LCP governing boards at which Operating Budgets and Work Plans are adopted by and for the LCPs; and
- (c) ensure that the approved Operating Budgets and Work Plans for ABAG and for each LCP will be implemented as approved, or as modified by ABAG or the LCP, as applicable;
- (d) attend the ABAG General Assembly(ies).

2.2 The Executive Director, the Deputy Executive Director for Local Government Services, the Deputy Executive Director of Policy, and other members of the MTC senior executive team will perform the following duties and functions on behalf of ABAG and the LCPs with the help of other appropriate MTC staff as needed:

- (a) keep local elected officials, government officials and stakeholders informed on key issues of concern to the Council of Governments including land use, housing, economic development, social

equity, resilience, transportation, open space, energy efficiency, RHNA, Plan Bay Area, and ABAG's Local Collaboration Programs in part, by:

- (i) meeting regularly with City Managers and Planning Directors at the county level;
- (ii) meeting with elected officials at regular countywide meetings of mayors and city council members;
- (iii) meeting with ABAG delegates at the county level on a regular basis; and
- (iv) conducting a robust stakeholder engagement process.

(b) serve as the primary links between ABAG's Executive Board, Committees and Local Collaboration Programs (LCP) and the MTC executive team and staff regarding issues such as Plan Bay Area, RHNA, housing, land use and LCP programs.

(c) work with appropriate MTC staff to help coordinate the work of MTC staff and ABAG Executive Board related to creating the Annual Budget & Work Plan for ABAG and its Local Collaboration Programs.

2.3 The members of ABAG and LCP's and the members of the policy bodies of ABAG and of the LCPs will continue to have access to, and ability to interact with, the MTC staff who provide services to them, that is commensurate with their respective roles as policymakers and staff.

2.4 ABAG shall provide written reports to the Commission regarding the quality and manner in which ABAG services, programs and work products are delivered, observations on the potential reasons for any deficiencies and suggestions for improvements. The Commission will respond to such reports within 60 calendar days and take them into account when reviewing MTC's satisfactory execution of its duties under the contract.

3. SERVICES

3.1 Standard of Professional Care

In the performance of services under this Agreement, MTC will exercise professional care, skill, efficiency, and judgment commensurate with that of consultants with expertise in providing such services.

3.2 Operating Budgets and Work Plans

Except as otherwise identified in this Agreement or the applicable Operating Budget and Work Plan, MTC will assume responsibility for and perform all services and functions necessary to perform ABAG's annual Work Plan. MTC and ABAG will develop, present, seek approval for, and implement Operating Budgets and Work Plans as provided in Section [4].

3.3 Financial Services

All ABAG finance and accounting functions, including the treasury function, will be assigned to MTC to be completed within the period from the execution date to a year thereafter, in such fashion to close out the transition of all legacy systems in an orderly manner for MTC finance.

ABAG and MTC will develop a transition plan for all ABAG financial systems, including but not limited to: (1) treasury; (2) general ledger, including accounts payable and receivable; (3) budget; and (4) payroll. The transition will occur and MTC will be responsible for all financial systems on or about July 1, 2017.

MTC rules for administration, personnel, payroll, employee relations, purchasing, contracting and other business operations shall apply to the services provided here under, to the extent to which they are compatible with ABAG policies. Notwithstanding the foregoing, ABAG contracts exceeding \$50,000 or such other amount dictated by the ABAG Executive Board, shall be approved by the ABAG Executive Board.

MTC will provide necessary financial reports prior to each ABAG Finance and Personnel Committee meeting, provided, however that such reports shall not be required more often than on a monthly basis.

3.4 Legal Services

The MTC Legal Department will provide general legal support services to ABAG and the LCPs.

- (a) Potential Legal Conflicts of Interest. If ABAG, a LCP, or MTC determines in good faith that an actual or potential conflict of interest would exist if the MTC Legal Department were to provide legal services on a specific matter, then, unless the actual or potential conflict of interest is waived by the affected entities, then the affected entity whose matter gave rise to the actual or potential conflict of interest will obtain separate legal counsel. MTC shall not withhold consent or resources to hire outside counsel for ABAG in the event a legal conflict of interest; provided that ABAG independently obtains such separate outside counsel.
- (b) Obtaining Outside Specialized Legal Services. ABAG or a LCP may request that the MTC Legal Department retain outside legal counsel to provide specialized legal services. The MTC Legal Department shall promptly respond to any such request in writing by either (i) agreeing to engage outside legal counsel and commencing to work with ABAG or the LCP, as applicable, to retain such counsel on terms and conditions acceptable to MTC, the MTC Legal Department, and the requesting party or (ii) declining to engage outside legal counsel and providing a brief explanation of the reason(s) such request is being denied.
- (c) Nothing in this Agreement prevents or impairs the ability of ABAG or the LCP to directly retain outside legal counsel, at its own respective expense.

3.5 Progress Reports

MTC will provide to the ABAG Executive Board and to the governing bodies of the LCPs quarterly progress reports in form and substance reasonably acceptable to those bodies, detailing the services provided by MTC in the preceding fiscal quarter as well as major activities anticipated in the coming quarter.

4. OPERATING BUDGETS AND WORK PLANS; STAFFING

4.1 Development and Approval

No later than January 1 of each year, the program managers of each program that is implemented, in whole or in part, for ABAG and of each program implemented for the LCPs will develop a schedule for the development of the Budget and Work Program for their respective program for the next fiscal year. Each schedule will take into account the processes and timelines for the applicable MTC, ABAG and LCP policy bodies to approve a Budget and Work Plan.

Each Budget and Work Program will include all of the following that is applicable to that program for that year:

- (a) description of programmatic activities for that fiscal year;
- (b) proposals for expansion of a current programmatic activity;
- (c) proposals for a new program (see section 4.2 regarding funding new programs);
- (d) description of programmatic activities that will be discontinued in that fiscal year;
- (e) a budget showing the revenue(s) needed to support the proposed Work Plan for that budget year;
- (f) identification of the source of the revenue(s) described in subsection (e) and
- (g) any contingency plan(s) needed to address programmatic uncertainties or budgetary shortfalls.

Each Budget and Work Plan that is approved by all the applicable MTC, ABAG and LCP policy bodies will be implemented in accordance with section 4.2. The Deputy Executive Director for Local Government Services will be responsible for securing the approval of the LCP policy bodies.

If a Budget and Work Plan is not approved by all the applicable MTC, ABAG and LCP policy bodies, the prior year's Budget and Work Plan will remain in effect until the new Budget and Work Plan is approved. The parties may at their discretion use the dispute resolution procedures contained in Section 13 to resolve any differences on proposed new Budget and Work Plans.

Following consultation with ABAG and the FAN Executive Committee, MTC will administer the current FAN portfolio in runout mode such that there will be no new debt issuance under the FAN name. During the FAN runout mode, MTC will evaluate the current FAN debt portfolio for refinancing opportunities and make recommendations to the FAN Executive Committee to authorize refinancing of debt issues that meet credit and economic conditions developed and approved by the FAN Executive Committee. The consolidated staff working for MTC will, no later than _____, create a successor ABAG-affiliated conduit financing authority, which shall be a new legal entity with a new name and a new governing body (the ABAG Executive Board or its designee), to continue to meet the conduit financing needs of the region and of ABAG's member jurisdictions.

4.2 Revenues

(a) The ABAG Executive Board and the LCP governing bodies will collaborate and agree on annual work plans and budgets that identify existing revenues needed to support the current work plans and obligations set forth in Section 4.1. As part of this annual process, the ABAG Executive Board and the LCP governing bodies will make best efforts and adopt strategies to identify and secure any additional revenues that may be needed to support the anticipated work plans and obligations

set forth in Section 4.1 for that fiscal year. With regard to any new programs proposed by ABAG, if that program is one that solely supports ABAG's services, programs and mission, ABAG will be responsible for securing the funding for that program. If a new program is one that is jointly proposed by ABAG and MTC, the two agencies will agree on how to jointly fund the program.

~~(a)~~(b) Throughout the term of this Agreement, MTC will provide continued financial support for ABAG's and MTC's statutory responsibilities, joint planning responsibilities and integrated work plan.

4.3 MTC Staffing

The MTC employees identified as part of the Budget approval process (which shall contain an organization chart) will be responsible, commencing as of the Effective Date, for providing the services under this Agreement, both to ABAG and to the LCPs. Except as provided in section 6, MTC may remove, replace or add to the list of MTC employees below at any time as needed in the judgment of MTC.

5. COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

For the first fiscal year in which services under this Agreement commence, ABAG will pay to MTC compensation equal to the amounts scheduled to be paid under pre-existing adopted work plans and budgets for ABAG in that fiscal year.

For all subsequent fiscal years, ABAG will compensate MTC based upon amounts specified in each of the approved Operating Budget and Work Plan for such fiscal year.

Compensation structures may include, subject to budget discussions between MTC and ABAG:

- (a) total or partial cost recovery by MTC, based upon a breakdown of personnel costs, direct costs, and indirect costs;
- (b) total funding by MTC of select entities or programs;
- (c) subsidy of select entities and programs by MTC;
- (d) subsidy of select entities and programs by ABAG; and/or
- (e) subsidy of programs by one or more LCP.

5.2 Overhead and Administrative Costs

The overhead and administrative rate applied to work performed by MTC staff will be the MTC ICAP Rate except for the San Francisco Estuary Partnership (SFEP) and as the parties may otherwise agree in the applicable Budget and Work Plan or under section 5.1.

5.3 Payment Procedure and Method

ABAG will compensate MTC promptly in accordance with the payment schedule set forth in each Operating Budget and Work Plan, without netting or set-off except as agreed to in writing, in advance, by MTC in its sole discretion.

Payment to MTC will be made by wire transfer.

6. EMPLOYMENT OF ABAG LEGACY PERSONNEL

ABAG Legacy Employees are expected to become employees of MTC in accordance with the Employee Transition Plan. Each Transitioned Employee's general duties and responsibilities will be equivalent to his or her prior duties and responsibilities as an ABAG employee. ABAG agrees to terminate all employees (including but not limited to ABAG Legacy Employees) to be employed by MTC immediately prior to MTC's offer of employment to such employees. ABAG and MTC executive and human resources personnel shall coordinate the timing of such termination and offer of employment so as to effectuate a seamless and sequential termination and offer of employment with the least amount of lag time between the two events.

ABAG represents and warrants that: (a) there are no current open disciplinary actions related to employees proposed to transition to MTC and (b) the information regarding employee benefits, including its CalPERS account, retiree medical benefits, and sick account accruals provided by ABAG and inserted in the Transition Plan is complete and accurate.

Exhibit B1 identifies ABAG Legacy Employees.

6.1 Pension Obligations and Other Employee Benefits

ABAG Legacy Employees are currently represented by the Service Employees' International Union (SEIU), Local 1021, and are part of the California Public Employees' Retirement System (CalPERS). ABAG and MTC will cooperate and coordinate their discussions with SEIU Local 1021 and CalPERS to facilitate the transition of ABAG Legacy Employees from ABAG employment to MTC employment.

The parties hereby agree with respect to any and all Transitioned Employees that ABAG shall have no direct control over any such Transitioned Employees. Such Transitioned Employees shall be treated for all purposes as common law employees of MTC and shall have the same benefits and be subject to the same employment policies as existing MTC employees, provided however that certain accommodations shall be made on a case by case basis with regard to accrued sick time and vacation time as individual Transitioned Employee cases warrant.

ABAG agrees that it will not at any time during the term of this Agreement take any action to terminate its existing contractual relationship with CalPERS and will take all steps necessary to maintain its existing contractual relationship with CalPERS, including but not limited to making annual payments to CalPERS as required by under such contractual arrangements.

In the event CalPERS should make a determination contrary to the intent of this Agreement in respect to the common law status of the Transferred Employees, MTC and ABAG agree to make each other whole such that the final financial consequences to each party of the CalPERS determination shall reflect the financial assumptions made at the time the contract was executed.

In the event CalPERS should make a determination contrary to the intent of this Agreement in respect to the common law status of the Transferred Employees, MTC and ABAG agree to make each other whole such that the final financial consequences to each party of the CalPERS determination shall reflect the financial assumptions made at the time the contract this Agreement was executed.

6.2 Changes in Employment Status

During the first fiscal year after the Effective Date, prior to making any employment change (including but not limited to termination, reassignment, or promotion) with respect to any Transitioned Employee, MTC will provide the ABAG Executive Board with 30 days prior written notice of the intended change before any action is taken. No Transitioned Employee may be terminated, reassigned, or promoted during such period without prior written notice to the ABAG Executive Board and the affected LCP, if applicable.

6.3 Employee Transition Plan

MTC will follow the terms of the Employee Transition Plan set forth in Exhibit [B], which sets forth various one-time provisions applicable to Transitioned Employees.

6.4 Plan for Staff Consolidation

Transitioned Employees will transition to MTC by July 1, 2017.

6.5 LCP Staffing and Officers

ABAG agrees to make best efforts to work with the LCPs to formally modify any relevant agreements to allow staffing at the LCPs to be contracted to MTC. In those instances in which one or more former ABAG staff members serve in “dual capacities,” sitting as officers of LCPs by virtue of their former positions within ABAG, all reasonable efforts will be made to formally modify relevant agreements or otherwise put legal arrangements in place such that MTC staff, will serve as officers of such LCPs.

6.6 SFEP Staff

The current existing staff, with the exception of the three staff performing permit work for the Regional Water Quality Control Board, will move the location of their employment from 1515 Clay Street, Suite 1400, Oakland, CA to 375 Beale Street, San Francisco, CA, at such time as the space at 375 Beale Street is ready for occupancy. MTC will pay for the costs of moving the SFEP staff to 375 Beale Street.

6.7 Pension and Medical Benefits

(a) ABAG will retain all liability for meeting its annual obligation for outstanding CalPERS pension obligations and retiree medical benefits, and will make meeting such obligations a budgetary priority.

(b) In the event of need, the first priority for use of excess revenues from ABAG's new financial services joint powers authority will be to meet the obligations referenced in subsection (a).

~~(a)~~(c) In the highly unlikely event that the ABAG dues and revenues described in subsection (b) are insufficient and ABAG is unable to meet the obligations referenced in subsection (a), MTC will use its best efforts and direct the CFO to assist ABAG in raising new revenues required to make these payments.

7. RESPONSIBILITIES OF MTC PERSONNEL

7.1 Personnel

Attached as Exhibit [C] is the MTC organization chart identifying all of the employees of the consolidated staff as of the Effective Date. This organization chart will be updated annually or as changes are made so that the ABAG policy bodies and LCP governing boards have up to date information on people staffing their programs.

8. GOVERNANCE STUDY

MTC and ABAG agree to conduct a governance study on the ABAG LCPs and to present the findings to the ABAG Executive Board and appropriate LCP Boards for consideration. The objective of the governance study will be to increase accountability to the ABAG Executive Board and efficiency in the operation of the LCPs.

9. RELEASE OF CLAIMS

ABAG, the LCPs, and MTC mutually agree to indemnify and hold each other harmless for any breach of this Agreement, and agree to release any and all claims between or amongst each other arising out of this agreement.

10. INSURANCE AND RISK ALLOCATION

10.1 Engagement of Consultant(s)

MTC and ABAG will jointly engage a professional risk manager and an insurance broker (who may be the same party) to develop a proposed allocation of legal risk (claims from third parties) between and among MTC, ABAG and the LCPs during the term of the Agreement. The process for selecting and engaging such party or parties will be as follows:

- (a) Not more than 60 days after the Effective Date, MTC will initiate, by procurement procedures employed by MTC in the ordinary course of business, a request for proposals/qualifications (the "Solicitation") for the services described above and to assist and advise MTC in procuring and implementing the policies and practices set forth in subsection 10.2.
- (b) MTC staff will review responses to the Solicitation and evaluate them based on factors such as responsiveness, qualifications/reputation, and cost, and will select one or more preferred providers.
- (c) MTC staff will present the choice of the selected provider(s) to the MTC Administration Committee and the ABAG Finance and Personnel Committee for approval.

10.2 Insurance Policies

- (a) ABAG and MTC shall use good faith efforts to resolve all disputes informally. In the event such efforts are unsuccessful, either party may request that MTC provide a written determination as to the proposed resolution of the dispute. Within 30 calendar days of the request, the MTC Administration Committee shall provide a written determination as to the dispute, including the basis for its decision.

Upon the ABAG Administrative Committee's written acceptance of the MTC Administration Committee's determination, the Agreement may be modified and the determination implemented.

If the MTC Administration Committee's determination is not accepted by the ABAG Administrative Committee, the matter shall promptly be referred to the joint MTC board and the ABAG Executive Board for consideration.

If the joint MTC board and ABAG Executive Board cannot agree, they shall retain a facilitator to assist them in reaching a joint resolution.

- (b) For disputes described in subsection (c), if the joint MTC board and ABAG Executive Board cannot agree, said dispute shall be referred to binding arbitration using a JAMS binding arbitration panel of three (3) individuals with Governmental/Public Agency expertise selected in accordance with JAMS Rule 15 and using JAMS' Expedited Procedures without right of appeal.
- (c) Binding arbitration, as described in subsection (b), may only be used for disputes that meet the following criteria:
- (i) limited to the interpretation of this Agreement and
 - (ii) do not arise out of, or have potential impacts on, the exercise of policy prerogatives, statutory powers or responsibilities, of either or both ABAG and/or MTC.

14. TERMINATION

14.1 Termination for Cause

If (i) MTC does not deliver the work products specified in this Agreement in accordance with the mutually agreed upon delivery schedule or fails to perform in the manner called for in the Agreement, as set forth in Section 3 of this Agreement, or (ii) if MTC or ABAG fail to comply with any other material provision of the Agreement, then (A) in the first instance under (i) ABAG may terminate this Agreement for default and (B) in the second instance under (ii) MTC may respectively terminate for ABAG's failure or ABAG may respectively terminate for MTC's failure.

Termination shall be effected by serving a thirty (30) day advance written notice of termination on the affected party, setting forth in detail the manner in which the affected party is in default. If the affected party does not cure the breach or describe to the complaining party's satisfaction a plan for curing the breach within the thirty (30) day period, commencing on the date of receipt of the notice ("Cure Period"), the complaining party may terminate the Agreement for default, subject to the procedures set forth in Section 13, which shall first require dispute resolution as set forth in Section 13(a), and if unsuccessful, arbitration as set forth in Section 13(b). The final decision in arbitration shall determine whether and when termination shall occur. In the case of (i), if MTC is working diligently to cure the alleged failure of performance, the parties will extend the Cure Period by mutual agreement. The Cure Period may be extended a maximum of six (6) thirty day periods.

If MTC's failure to perform resulted from unforeseeable causes beyond the control of MTC, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of MTC, ABAG, after setting up a new delivery or performance schedule, shall allow MTC to continue work.

14.2 Notice of Termination

Notice will be given by Certified Mail or Personal Service to the address specified in Section 11.

14.3 Payment for Services Rendered Following Notice of Termination

MTC will be compensated for all work performed up to and including the date of termination of this Agreement, notwithstanding the delivery of any notice under this Section 14, provided that MTC will not be compensated for any work that is under dispute and identified in the notice provided under section 14.1.

15. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement will be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

16. PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition will be deemed stricken and the remaining terms and conditions will remain valid and in full force and effect.

17. BENEFIT OF AGREEMENT

The Agreement will bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

18. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument executed by both ABAG and MTC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

ASSOCIATION OF BAY AREA
GOVERNMENTS

Jake Mackenzie, Chair

Julie Pierce, President

EXHIBIT A: ABAG STATUTORY RESPONSIBILITIES

ASSOCIATION OF BAY AREA GOVERNMENTS¹ Statutory Roles and Responsibilities

1. Joint Exercise of Powers Act (Government Code (GC) Secs. 6500 – 6539)
 - GC Sec. 6502: If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties.
 - ABAG Joint Powers Agreement (attachment A), Section 1: members join for purposes articulated in the ABAG Bylaws
 - ABAG Bylaws (attachment B), Article IV: enumerates the powers that ABAG’s members jointly exercise through ABAG

2. Metropolitan Transportation Commission Act (GC Secs. 66500 - 66536.2)
 - GC Sec. 66503(c): ABAG appointment to MTC
 - GC Sec. 66509(c): MTC shall consider the regional plans prepared and adopted by ABAG
 - GC Sec, 66521(D): MTC shall negotiate equitable agreements with, among others, ABAG for the contribution of funds or services for the general support of the activities of MTC
 - GC Sec. 66531(c)(3): county transportation plans may consider projections of economic and population growth from ABAG

3. San Francisco Bay Conservation And Development Commission Act (GC Secs. 66600 – 66694)
 - GC Sec. 66620(i): 4 ABAG appointments to BCDC
 - GC Sec. 66631: BCDC shall cooperate with ABAG and make maximum use of its data and information

4. San Francisco Bay Area Water Trail Act (GC Secs. 66690 – 66694)
 - GC Sec. 66694(b): BCDC shall collaborate with ABAG and the State Coastal Conservancy in developing the Water Trail.

5. SB 375
 - GC Sec. 65080(b)(2)(B) – (C)(i):
(B) Each metropolitan planning organization shall prepare a sustainable communities strategy, subject to the requirements of Part 450 of Title 23 of, and Part 93 of Title 40 of, the Code of Federal Regulations, including the requirement to utilize the most recent planning assumptions considering local general plans and other factors. The sustainable communities strategy shall (i) identify the general location of uses, residential densities, and building intensities within the region, (ii) identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation and employment

¹ Created pursuant to Joint Powers Act, GC Sections 6500, *et seq.*

growth, (iii) identify areas within the region sufficient to house an eight-year projection of the regional housing need for the region pursuant to Section 65584, (iv) identify a transportation network to service the transportation needs of the region, (v) gather and consider the best practically available scientific information regarding resource areas and farmland in the region as defined in subdivisions (a) and (b) of Section 65080.01, (vi) consider the state housing goals specified in Sections 65580 and 65581, (vii) set forth a forecasted development pattern for the region, which, when integrated with the transportation network, and other transportation measures and policies, will reduce the greenhouse gas emissions from automobiles and light trucks to achieve, if there is a feasible way to do so, the greenhouse gas emission reduction targets approved by the state board, and (viii) allow the regional transportation plan to comply with Section 176 of the federal Clean Air Act (42 U.S.C. Sec. 7506).

(C) (i) Within the jurisdiction of the Metropolitan Transportation Commission, as defined by Section 66502, the Association of Bay Area Governments shall be responsible for clauses (i), (ii), (iii), (v), and (vi) of subparagraph (B), the Metropolitan Transportation Commission shall be responsible for clauses (iv) and (viii) of subparagraph (B); and the Association of Bay Area Governments and the Metropolitan Transportation Commission shall jointly be responsible for clause (vii) of subparagraph (B).

6. Housing Elements [GC 65580 - 65589.8]
- GC Secs. 65584 – 65584.1: Regional Housing Needs Allocation process
7. Joint Policy Committee (BARC) [GC Sec. 66536 – 66536.2]
Statute mandating the creation of the Joint Policy Committee, now the Bay Area Regional Collaborative
8. San Francisco Bay Area Water Emergency Transportation Response and Disaster Recovery Act [GC Secs 66540 - 66540.69]
- GC Sec. 66540.32: In developing the plans described in subdivisions (a) and (b), the authority shall cooperate to the fullest extent possible with the Metropolitan Transportation Commission, the Office of Emergency Services, the Association of Bay Area Governments, and the San Francisco Bay Conservation and Development Commission. To avoid duplication of work, the authority shall make maximum use of data and information available from the planning programs of the Metropolitan Transportation Commission, the Office of Emergency Services, the Association of Bay Area Governments, the San Francisco Bay Conservation and Development Commission, the cities and counties in the San Francisco Bay area, and other public and private planning agencies
9. San Francisco Bay Restoration Authority Act [GC Secs. 66700 - 66706]
- GC Sec. 66703(b): ABAG appoints members of the Governing Board of the Authority.
- GC Sec. 66704(m): The Authority may use staff provided by ABAG.
10. State Coastal Conservancy [Public Resources Code (PRC) Secs. 31000 - 31410]

- PRC Secs. 31163(d)(3): To advance the preparation of the plan, the State Coastal Conservancy shall help coordinate a collaborative partnership with [BCDC], the Association of Bay Area Governments . . .

11. San Francisco Bay Area Bikeway System [PRC Secs. 5850 - 5851]

- PRC Secs. 5850: The Association of Bay Area Governments shall develop and adopt a plan and implementation program, including a financing plan, for a continuous recreational corridor which will extend around the perimeter of San Francisco and San Pablo Bays (now known as the Bay Trail).

12. Hazardous Waste Control [Health & Safety Code (H&SC)Secs. 25100 - 25259]

- H&SC Sec. 25135.3: The Association of Bay Area Governments, the Southern California Association of Governments, the Sacramento Area Council of Governments, and the Association of Monterey Bay Area Governments may, at the discretion of their governing boards, prepare a regional hazardous waste management plan to serve as a resource document.

13. Bay Area Air Quality Management District [H&SC Secs. 40200 - 40276]

- H&SC Sec. 40233(a)(2): Notwithstanding any other provision of law, [BAAQMD] shall adopt, implement, and enforce transportation control measures for the attainment of state or federal ambient air quality standards, in accordance with all of the following procedures . . . The Metropolitan Transportation Commission, in cooperation with [BAAQMD], the Association of Bay Area Governments, local entities, and employers, shall develop and adopt a plan to control emissions from transportation sources . . .

ATTACHMENT
A

ABAG Statutory Roles & Responsibilities

Item 9.A.

AGREEMENT
WITH THE
ASSOCIATION OF BAY AREA GOVERNMENTS

THIS AGREEMENT, made and entered into by and between the _____ of _____ and those county and city governments within the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma, other than the _____ of _____, who, either before or after this date, become signatories hereto: witnesseth:

WHEREAS, there is a demonstrated need for the establishment of an association of county and city governments within the San Francisco Bay Area to provide a forum for discussion and study of metropolitan area problems of mutual interest and concern to the counties and cities, and to facilitate the development of policy and action recommendations for the solution of such problems; and

WHEREAS, Title 1, Division 7, Chapter 5 of the Government Code of the State of California authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

WHEREAS, the parties hereto possess in common the power to study, discuss and recommend policies for the solution of metropolitan area problems of direct concern to the performance of their constitutional and statutory functions and to join associations and expend public funds for these purposes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein agreed, the parties hereto agree as follows:

1. Purpose of Agreement. The purpose of this Agreement shall be to provide for the participation by the _____ of _____, as a member of the

Association of Bay Area Governments (hereinafter referred to as the Association), jointly with the other county and city governments which become parties hereto in accordance with the Bylaws of said Association, which are attached hereto, and incorporated herein as part of this Agreement; provided, however, that notwithstanding the provisions of Article IX of the Bylaws, the budget for operations during the period ending July 1, 1961, shall be prepared and adopted by the Executive Committee in an amount not to exceed \$55,000; and assessments therefor shall be imposed by the Executive Committee, such assessments not to exceed the amounts that would have been paid by each member if all eligible jurisdictions had become members of the Association.

2. Agency to Administer the Agreement. The Association as constituted by this Agreement is designated as the agency to administer this Agreement.

3. Powers of Association. The Association shall have the power, in its own name, to make and enter into contracts; to employ agents and employees; to acquire, hold and dispose of property; and to incur debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement. The exercise by the Association of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to the County of Alameda.

4. Contributions and Payments. Contributions in the form of yearly membership assessments shall be made annually by the parties to this Agreement from the treasuries or other available public funds of the parties for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. All such payments of public funds shall be paid to and disbursed by the Association, which shall be strictly accountable for all funds and responsible for reporting to the parties hereto concerning all receipts and disbursements.

5. Amendment. This Agreement may be amended at any time by the written agreement of all parties to it, or by amendment of the Bylaws in the manner provided therein.

6. Duration of Agreement. This Agreement shall continue in effect until it is rescinded or terminated in the manner provided in the Bylaws; provided that the termination of the Agreement or withdrawal from membership in the Association by individual counties or cities shall not operate to terminate this Agreement.

7. Disposition of Property upon Termination. Upon termination of this Agreement, any property acquired by the Association under this Agreement shall be distributed among the parties hereto in accordance with the respective contributions of each of said parties to the cost of said property.

8. Disposition of Funds upon Termination. Upon termination of this Agreement, any money in possession of the Association after the payment of all costs, expenses and charges validly incurred under this Agreement shall be returned to the parties in proportion to their contribution determined as of the time of termination.

9. Execution of Agreement. This Agreement shall be effective upon its execution by five (5) counties and forty-two (42) cities.

10. EXECUTED BY THE _____ of _____
this _____ day of _____, 19____.

BY _____

ATTEST _____

ATTACHMENT
B

ABAG Statutory Roles & Responsibilities

Item 9.A.

**BYLAWS OF
THE
ASSOCIATION OF BAY AREA GOVERNMENTS
As Amended April 23, 2009**

ARTICLE I. PURPOSE

The Association of Bay Area Governments (hereinafter "Association") is hereby created as a separate entity established by agreement among its members pursuant to the Joint Exercise of Powers Act, California Government Code Sections 6500, et seq. (hereinafter "Act"). The Association is organized for the purposes of establishing a permanent forum for discussion and study of regional and subregional problems of interest and concern to the counties and cities of the San Francisco Bay Area, developing policies and actions, and providing services and undertaking actions addressing such problems.

ARTICLE II. DEFINITIONS

A. "Agreement" means the Agreement with the Association of Bay Area Governments entered into under the Act by the Association Members.

B. "Association" means the Association of Bay Area Governments as established by the Agreement and these Bylaws.

C. "Executive Board" means the Association's President, Vice President and Immediate Past President and the body of representatives which meet from time to time as provided in these Bylaws to govern the affairs of the Association between meetings of the General Assembly.

D. "General Assembly" means the body of the delegates of the Members of the Association as set forth in these Bylaws.

E. City, county, or city and county members of the Association may be referred to as "Members."

F. "Delegate" means a delegate of a Member of the Association to the General Assembly, or the alternate acting in the delegate's absence.

G. "Representative" means a representative to the Executive Board, or the alternate acting in the representative's absence.

H. "Regional Plan" means the comprehensive plan for the San Francisco Bay Region adopted and amended from time to time by the Association.

I. "Regional Problem" means an issue concerning the public health, safety or welfare of substantially all of the Association's Members, a solution to which may require intergovernmental cooperation or assistance of the Association.

J. "Subregional Problem" means an issue concerning the public health, safety or welfare of one or more of the Association's Members, a solution to which may require intergovernmental cooperation or assistance of the Association.

ARTICLE III. MEMBERSHIP

A. MEMBERS

(1) The counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma, the City and County of San Francisco, and within the area of such counties all cities and incorporated

towns (hereinafter referred to as "cities") now existing or formed in the future are eligible for membership in the Association.

(2) All eligible cities and counties become Members of the Association upon execution of the Agreement and payment of the annual assessment and annual membership fee.

B. COOPERATING MEMBERS

(1) Subject to the approval of the Executive Board or the Executive Director as set forth in Article III.B(4), any governmental entity, public agency, or non-profit organization not eligible for membership under Article III.A of these Bylaws may elect to join the Association as a Cooperating Member.

(2) Cooperating Members shall be entitled to attend all meetings of the General Assembly and of the Executive Board, but shall not be entitled to vote or participate in debate. No Cooperating Member shall be considered a "contracting party" as that term is used in the Act.

(3) Cooperating Members shall be entitled to receive data, studies, planning documents, special services, and other written materials and services of the Association subject to policies adopted by the Executive Board.

(4) (a) The Executive Director of the Association may approve the admission of any governmental entity or public agency electing to join the Association as a Cooperating Member pursuant to this Article III.B.

(b) The Executive Board of the Association may approve the admission of any non-profit organization electing to join the Association as a Cooperating Member pursuant to this Article III.B.

ARTICLE IV. POWERS

A. GENERAL

The Association may exercise in its own name the following powers when the exercise of these powers is necessary to, in furtherance of, or in support of the Association, the exercise of any other powers provided for in these Bylaws or the Agreement, or any other authorized activity undertaken by the Association: make and enter into contracts, memoranda of understanding, and other agreements; employ and appoint employees and agents; acquire, hold, protect, dispose of, construct, operate, and maintain real and personal property; incur debts, liabilities, obligations, and encumber or hypothecate real or personal property; sue and be sued; and, accept grants, gifts, donations, and other monies.

B. INFORMATION GATHERING

The Association may request, collect, store, correlate, transfer, and otherwise manage information and data in any manner necessary to, in furtherance of, or in support of the exercise of any other power under this Article or any other authorized activity undertaken by the Association.

C. STUDIES

The Association may perform studies to identify and/or analyze regional or subregional problems, the purpose and subject matter of such studies to be determined as provided in these Bylaws.

D. REGIONAL PLANNING

The Association shall have the power to perform regional or subregional planning without limitation as to subject matter:

- (1) that it is eligible or authorized to do; or,
- (2) that it is required to do under State or Federal authority; or,
- (3) that is authorized under other provisions of these Bylaws or as a result of the Association's studies of regional or subregional problems.

E. POLICIES AND ACTIONS

- (1) The Association may develop and adopt policies and/or actions.
- (2) The Association may advocate and otherwise act to advance its positions, studies, plans, and policies both within and outside the region and may accept delegations of authority from Federal, State, regional, or local bodies to this end.

F. INTERAGENCY COOPERATION

- (1) The Association may appoint representatives, in its own name, to other agencies, Boards, commissions, or official bodies to which it is required or eligible to make appointments.
- (2) The Association may perform and participate in governmental coordination and respond to efforts at such coordination.
- (3) In the exercise of its powers under Article IV.F(1) and (2), the Association may request or transmit information or studies; exercise any voting or veto power given to it; participate in grant applications, administration, and disbursements; and, do any other acts necessary to or in support of the exercise of such powers.

G. INFORMATION, SERVICES, AND ASSISTANCE

- (1) The Association may provide information, assistance, services, studies, plans, recommendations, and reports or such other information, assistance, and services requested by specific Members or nonmembers. Information, services, and assistance may include, without limitation, preparing or making of grant applications on behalf of or in conjunction with Members, training programs for local government staff, technical assistance on particular projects, or review of particular projects. The Association may provide information, assistance and services in conjunction with other entities and may organize and/or participate in committees, task forces, and subsidiary entities necessary to or in support of this or its other powers.
- (2) The Association may charge reasonable fees for information, services, and assistance that it provides.

H. POWER TO FINANCE PROPERTY FOR MEMBERS.

The Association shall have the power to finance and acquire, by lease purchase, installment sale or other financing agreements, both real and personal property necessary or convenient for the operation of the Members and Cooperating Members, and to sell or lease such property to such members pursuant to installment sale or lease purchase agreements between the Association and the members acquiring such property.

I. SELF-INSURANCE POOLS

Pursuant to Government Code Sections 989-991.2 and Labor Code Section 3700, as may be amended from time to time, ABAG shall have the power to provide insurance for some or all of its Members through self-insurance or the purchase of insurance, excess insurance or reinsurance against public liability, errors and omissions, inverse condemnation or workers' compensation; and, further, shall have such other reasonable and necessary powers, which are necessary or convenient to further, support or implement the self-insurance program,

including without limitation, financing self-insurance reserve funds through the issuance of certificates of participation, or other instruments of indebtedness.

J. OTHER POWERS

The Association may exercise other reasonable and necessary powers in furtherance or support of any purpose of the Association or power granted by the Act, the Agreement, or the General Assembly or the Executive Board as provided for in these Bylaws.

ARTICLE V. RESTRICTIONS ON POWERS

Pursuant to Articles 1 and 5 of the Agreement and to the extent required by Government Code Section 6509, the Association shall be restricted in the exercise of its powers in the same manner as the City and County of San Francisco is restricted in its exercise of similar powers; provided that, if the City and County of San Francisco shall cease to be a Member of the Association, then the Association shall be restricted in the exercise of its powers in the same manner as the County of Alameda.

ARTICLE VI. GENERAL ASSEMBLY

A. MEMBERSHIP

(1) Each Member city and Member county shall have one seat in the General Assembly. San Francisco shall be counted as both a city and a county for purposes of membership in the General Assembly.

(2) The mayor or member of the governing body of each Member city and the chairperson of the board of supervisors or member of the governing body of each Member county, or their respective alternates, shall be delegates to the General Assembly.

(3) Each city council and board of supervisors may designate an alternate who shall be either a member of such body or the chief executive officer of the Member; provided that, the mayor of the City and County of San Francisco may designate as an alternate (a) any officer of the City and County of San Francisco who may be either an elected or principal appointed official of the City and County of San Francisco or (b) the chief executive officer of the City County of San Francisco.

(4) An alternate appointed pursuant to Article VI.A(3) may act in the absence of the delegate.

B. MEETINGS

(1) The time, date, and location of the annual meeting of the General Assembly shall be determined by the Executive Board, provided it is no later than June 30.

(2) Notice of the annual meeting of the General Assembly shall be given to the delegates of each Member city and Member county at least thirty (30) days prior to the meeting. An agenda for the meeting shall accompany the notice.

(3) Special meetings of the General Assembly may be called by the Executive Board upon its own motion. A special meeting shall be called by the Executive Board upon written request of fifteen (15) Member cities and three (3) Member counties.

(4) Ten-day written notice of special meetings shall be given to the delegates of each Member city and Member county. An agenda specifying the subject of a special meeting shall accompany the notice.

C. POWERS AND FUNCTIONS

The powers and functions of the General Assembly shall include:

- (1) Exercising as appropriate all of the powers of the Association as set forth in these Bylaws or the Agreement. The General Assembly shall have the power to limit the Executive Board's exercise of any power or authority set aside to the Executive Board under these Bylaws.
- (2) Any delegate may at any meeting of the General Assembly propose a subject or subjects for study by the Association. The General Assembly may take action upon such proposals and, if requested by any delegate, determine whether a study will be made of the subject or subjects so proposed or may refer such subject or subjects to the Executive Board.
- (3) Any delegate may at any meeting of the General Assembly request review by the General Assembly of any action of the Executive Board which has been taken between meetings of the General Assembly.
- (4) The budgetary duties and responsibilities set forth in Article XI.

ARTICLE VII. EXECUTIVE BOARD

A. EXECUTIVE BOARD

There shall be an Executive Board of the Association which shall be organized and shall be responsible for functions as hereinafter set forth:

(1) Voting Membership. The voting membership of the Executive Board shall consist of a maximum of 38 voting members (representatives and ex officio members). The representative shall be either a councilmember of a Member city or a supervisor of a Member county of the Association, or be eligible to be Executive Board representative or alternate representative from the City and County of San Francisco under Article VII.A(1)(e), if that jurisdiction is an Association member. Representatives to the Executive Board shall be selected as follows:

(a) Alameda County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference, and three representatives to be appointed by the City Council of the City of Oakland.

(b) Contra Costa County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(c) Marin County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(d) Napa County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(e) San Francisco City and County. The Mayor and one other elective officer or member of the Mayor's staff of the City and County appointed by the Mayor; two representatives of the City and County appointed by the Board of Supervisors, and a fifth representative to be appointed alternately by the Mayor and the Board of Supervisors, with two-year appointments beginning in years evenly divisible by four to be made by the Mayor and with two-year appointments made in even-numbered years not evenly divisible by four to be made by the Board of Supervisors. When such fifth representative is selected by the Mayor, the representative may be an elective or appointive officer or member of the Mayor's staff of the City and County.

(f) San Mateo County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(g) Santa Clara County. Two representatives of the county to be appointed by the Board of Supervisors; two representatives of Member cities within the county to be appointed by the mayors of Member cities meeting in conference, and three representatives to be appointed by the City Council of the City of San Jose.

(h) Solano County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(i) Sonoma County. One representative of the county to be appointed by the Board of Supervisors; and one representative of Member cities within the county to be appointed by the mayors of Member cities meeting in conference.

(j) President, Vice President and Immediate Past President. The President, Vice President and Immediate Past President of the Association shall be ex-officio voting members of the Executive Board, but shall not be representatives or alternates.

(k) Alternates. Each of the appointing bodies named in Article VII.A(1)(a)-(i) may designate an alternate for each of their representatives to act in the representative's absence. Appointments of alternates shall be made in the same manner, with the same qualifications and for the same term as representatives.

(2) Advisory Membership. The Association shall maintain effective communication and coordination with agencies of the State of California and the United States of America. To that end, the Executive Board shall invite, following nomination by the Association's President, such representatives of state and federal governments as it deems appropriate and desirable as advisory, non-voting members of the Executive Board. Such members shall serve at the pleasure of the Executive Board. No advisory member shall be considered a "contracting party" as that term is used in the Act.

(3) Terms of Office. Representatives shall serve for terms of two years. Appointments of representatives to the Executive Board shall become effective biennially on July 1.

(4) Staggered Terms. The terms of the representatives to the Executive Board shall be staggered so that the terms of approximately one-half of the representatives expire each year. The terms of the representatives of the cities in the counties of Alameda, Marin, Napa, San Francisco (mayor and representative), and Santa Clara, and the representatives of the counties of Contra Costa, San Mateo, Solano, and Sonoma shall expire in the even-numbered years; the terms of the representatives of the cities in the counties of Contra Costa, San Mateo, Solano, and Sonoma, and the representatives of the counties of Alameda, Marin, Napa, San Francisco (representatives of the Board of Supervisors), and Santa Clara shall expire in the odd-numbered years.

(5) Officers. The President and the Vice President of the Association shall be Chairperson and Vice Chairperson, respectively, of the Executive Board.

(6) Duties.

(a) The Executive Board shall have the budgetary duties and responsibilities set forth in Article XI.

(b) The Executive Board shall submit a full report of its activities at the General Assembly's annual meeting.

(c) The Executive Board shall have the authority to appoint, fix the salary of, and remove an Executive Director of the Association and shall have the authority to create and discontinue positions in the office of the Executive Director and fix salaries.

(d) Subject to any constraint or limitation imposed by the General Assembly, the Executive Board shall exercise all powers of the Association between meetings of the General Assembly; provided that, the Executive Board shall not amend these Bylaws, nor shall it exercise the budgetary powers reserved to the General Assembly under Article XI of the these Bylaws.

(e) The Executive Board shall be responsible for carrying out policy decisions made by the General Assembly.

(f) Recommendations from committees for policy actions shall be made to the Executive Board. Unless otherwise directed by the General Assembly, the Executive Board may take action on such recommendations.

(7) Per Diem. Each voting member of the Executive Board, or of a standing and/or joint committee, and where expressly designated by the Executive Board, individuals participating in special committees, task forces or other meetings, shall receive a per diem of \$150 for each meeting attended. The per diem shall be paid for a maximum of forty-eight (48) meetings per year. Per diem may also be received by a Board or committee member representing the Association before an agency or body of the State or Federal government.

B. MEETINGS

The Executive Board shall meet at least four times each year. Additional meetings shall be held upon the call of the Chairperson or upon the call of five voting members of the Executive Board.

C. ADMINISTRATIVE COMMITTEE

There shall be an Administrative Committee of the Executive Board of the Association whose composition shall be determined by the Executive Board and which shall, subject to any constraint or limitation imposed by the Executive Board or the General Assembly, exercise all powers of the Executive Board between meetings of the Executive Board; provided that, the Administrative committee shall not:

- (1) Amend the Agreement or Bylaws;
- (2) Exercise the budgetary duties of the Executive Board set forth in Article XII;
- (3) Appoint, fix the salary of, or remove an Executive Director of the Association;
- (4) Exercise the powers of appointment of officers as set forth in Article IX.

The Administrative Committee shall meet upon the call of the President or Vice President and in compliance with the Ralph M. Brown Act. Further, the Administrative Committee shall submit a full report of its activities to the Executive Board at the first meeting immediately following the Administrative Committee meeting.

ARTICLE VIII. VOTING

A. Voting in the General Assembly shall be conducted in the following manner:

(1) A quorum of the General Assembly shall consist of a majority of the city delegates and a majority of the county delegates.

(2) Each county delegate and each city delegate shall have one vote. Votes shall be tabulated separately for county delegates and for city delegates. The affirmative votes of a majority of a quorum of county

delegates and of a majority of a quorum of city delegates are required for action by the General Assembly, except as provided for in Article XIV.

B. Voting in General Assembly meetings may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five delegates present, or at the discretion of the presiding officer.

C. Voting in the Executive Board shall be conducted in the following manner:

(1) A majority of the voting members of the Executive Board shall constitute a quorum.

(2) The affirmative votes of a majority of the quorum are required for action by the Executive Board with the exceptions set out below.

(3) In order to recommend the annual budget to the General Assembly, the affirmative vote of not less than a majority of the voting members of the Executive Board is required.

(4) In order to appoint or remove the Executive Director, the affirmative vote of not less than a majority of the voting members of the Executive Board is required.

D. Except as the Executive Board may otherwise provide, all other committees of the Association may act upon the affirmative vote of a majority of the committee members present.

ARTICLE IX. OFFICERS, ELECTIONS AND VACANCIES

A. Officers of the Association shall be:

(1) The President, who shall serve as Chairperson of the Executive Board and General Assembly.

(2) The Vice President, who shall serve as Vice Chairperson of the Executive Board and General Assembly.

(3) The Immediate Past President.

(4) An Executive Director and a Legal Counsel to be appointed by and serve at the pleasure of the Executive Board.

B. The President and Vice President of the Association shall be elected biennially by secret ballot of supervisors, mayors and city councilmembers of member jurisdictions. Nominations for the offices of the President and Vice President shall be by petition of at least fifteen (15) mayors, councilmembers or supervisors. A plurality vote shall be required for election to any office. All other election procedures shall be determined by the Executive Board, provided that these procedures shall be disseminated to all member jurisdictions at least thirty (30) days prior to the date determined and designated for counting of secret ballots. If, at the close of nominations, only one candidate is nominated for President or for Vice President, the election procedures may waive the ballot requirement and provide, instead, that the nominee be declared elected to that office.

C. The President and Vice President shall be either a councilmember of a Member city or a supervisor of a Member county of the Association, or a General Assembly delegate or alternate or Executive Board representative or alternate representative from the City and County of San Francisco if that jurisdiction is an Association member.

D. The terms of office of the President and Vice President shall be determined as follows:

(1) Except as otherwise provided in this section, the term of office of the President, Vice President and Immediate Past President is two (2) years.

(2) If the President vacates his/her office as required by Article IX.C. or any other reason, the Vice President shall assume the office of President for the balance of the original term. If the balance of the original term is less than five hundred forty-eight (548) calendar days, then the new President may choose to run for an additional one (1) year term as President. The new President shall notify the Executive Board no later than September 1 of the year in which the original term ends whether he/she shall run for an additional one (1) year term. The President's election to run for an additional one (1) year term shall also modify the term of office of the Vice President to conform to that of the office of the President.

(3) Article IX.B. shall govern the special elections for one (1) year terms in all other respects.

(4) In the event that the President is disabled or for any other reason temporarily unable to act, the Vice President shall act in place and perform the duties of President until return or recovery from disability.

(5) In the event of a vacancy in the office of Vice President due to the Vice President's permanently serving as President, vacating the office as required by Article IX.C., or for any other reason, the Executive Board shall fill the office of Vice President by appointment for the unexpired portion of the Vice President's term. In the event of a simultaneous vacancy in the offices of President and Vice President due to their vacating the respective offices as required by Article IX.C., or any other reason, the Executive Board shall fill both offices by appointment for the unexpired portion of the respective terms. In either event, the procedures of Article IX.I shall govern the process of filling said vacant office.

E. A newly elected President and Vice President shall take office on January 1 of the year following certification of the election results.

F. The President, subject to the advice and consent of the Executive Board, shall appoint committees and determine the committees' structure, charge, size and membership. Committees may be established to consider any matter within the jurisdiction of the Association. Committees shall operate according to the policies adopted by the Executive Board, and shall submit their reports and recommendations to the Executive Board. Committees shall meet on the call of their chairpersons, who shall be (1) an elected official or the elective or appointive officer of the City and County of San Francisco appointed by the Mayor of the City and County of San Francisco to the Executive Board or General Assembly, and (2) a member of such committee; and who shall be elected by the members of each committee. At the initial meeting of each committee, and annually thereafter at the first committee meeting following January 1 of each year, the committees shall elect their chairpersons and such other officers as may be specified. Committee chairpersons shall be subject to confirmation by the Executive Board. Unless otherwise authorized by the Executive Board, committees of the Association shall be advisory.

G. Each delegate or alternate to the General Assembly and each representative or alternate to the Executive Board shall cease to be such immediately upon ceasing to hold the elective or appointive office which is required of a delegate or representative or their alternates under VI.A or VII.A(1).

H. In the event that any delegate or alternate to the General Assembly or any representative or alternate to the Executive Board shall for any reason cease to hold the elective or appointive office which is required of a delegate or representative or their alternates under Article VI.A or VII.A(1), the vacancy created thereby shall be filled for the unexpired term, in the same manner and with the same qualifications as the original appointment.

I. The Executive Board shall fill the office of Vice President or President pursuant to Article IX.D., at the first meeting of the Executive Board held after the occurrence of the event which causes the office(s) to be vacated. The meeting shall be chaired by the President, or if said office is vacant, by the Immediate Past President. Nominations for the vacant office(s) may be made from the floor. All nominations require a second. The office(s) may be filled only if a nominee receives a majority vote of the members of the Executive Board constituting the quorum for that meeting. If no nominee receives a majority vote on the first ballot, the two nominees receiving the highest number of votes shall be voted upon again until one of them receives a majority vote. If the selection process results in a tie, or no nominee receives a majority vote after three rounds of balloting, the acting Chairperson of the Executive Board may, at his or her discretion, decide the matter by lot between the two nominees then remaining.

ARTICLE X. EXECUTIVE DIRECTOR

The Executive Director shall be the Chief Administrative Officer of the Association. The powers and duties of the Executive Director are:

- A.** To appoint and remove all employees of the Association.
- B.** To perform the budgetary duties and responsibilities of the Executive Director as set forth in Article XI.
- C.** To serve as Secretary-Treasurer of the Association and of the Executive Board.
- D.** To perform such other and additional duties as the Executive Board may require.

ARTICLE XI. FINANCES

A. FISCAL YEAR

The fiscal year of the Association shall commence on July 1.

B. BUDGET

(1) At least forty-five (45) days prior to the annual meeting of the General Assembly the Executive Director shall submit to the Executive Board, for the next fiscal year of the Association, a proposed general budget and summary work program. The proposed general budget shall include annual membership fee and assessment schedules and a summary of revenue and expenditures, actual or projected, for the preceding, current, and next fiscal years.

(2) The Executive Board shall review the proposed general budget and summary work program, amend them as necessary, and submit them to the General Assembly for review and adoption at the annual meeting of the Assembly.

(3) The General Assembly shall adopt a summary work plan and general budget, including yearly membership assessment and annual membership fee.

(4) The Executive Board shall adopt a detailed budget and work program on or before July 1 of each year, and thereafter monitor their execution and amend them as necessary. The work program shall give effect to any priorities set forth in the general budget and summary work program, unless financially infeasible.

(5) The Executive Director shall manage all expenditures, subject to control of the Executive Board. The Executive Board shall have power to transfer funds within the total detailed budget to meet unanticipated needs or changed situations. Such action shall be reported to the General Assembly at its next meeting.

C. YEARLY MEMBERSHIP ASSESSMENT

The amount of each Member's assessment shall be determined in accordance with the formula set out in Paragraph D following. Any Member city or county whose annual assessment and annual membership fee has not been paid by the time of the annual meeting of the General Assembly shall not be entitled to vote at such meeting.

D. METHOD OF ASSESSMENT

The annual assessment for members of the Association shall be based upon population as determined by the State Controller in making the most recent allocations to counties and cities pursuant to California Revenue and Taxation Code Section 11005, except that, beginning in 1987-88, in the case of newly incorporated cities, until such time as an official census is conducted and population is established therewith, the population as estimated by the Executive Director shall be used for assessment purposes.

- (1) The General Assembly shall adopt a per capita rate or rates of assessment for each fiscal year.
- (2) For purposes of assessment San Francisco shall be considered as both a city and a county.

E. ANNUAL AUDIT

The Executive Board shall cause an annual audit of the financial affairs of the Association to be made by a certified public accountant at the end of each fiscal year. The Executive Board shall employ a certified public accountant of its choosing. The audit report shall be made available to Association member counties and cities.

F. ANNUAL MEMBERSHIP FEE

The membership fee shall be uniform for all members of the Association and shall not be less than \$10.00 per month or \$120.00 per year.

G. DATE OF PAYMENT

Unless a Member has withdrawn as provided in Article XIII of these Bylaws, the Member's annual assessment and annual membership fee shall be due and payable to the Association on July 1 of the fiscal year for which it is levied.

ARTICLE XII. STATUTORY AUTHORITY

The Association is an agency established by a joint powers agreement among the Members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California. The Association is an entity separate and apart from its Members. The debts, liabilities and obligations of the Association shall not be debts, liabilities or obligations of the Association's Members.

ARTICLE XIII. WITHDRAWAL

Any member county or city may, at any time up to 30 days prior to the beginning of the Association's fiscal year, withdraw from the Association effective the next fiscal year; provided that the intent to withdraw must be stated in the form of a resolution executed by the legislative body of the jurisdiction wishing to withdraw. The resolution must be given to the Executive Director at least 30 days prior to the effective date of the withdrawal.

ARTICLE XIV. AMENDMENTS

Amendments to these Bylaws may be proposed by a delegate or by the Executive Board. If proposed by a delegate, the amendment shall be submitted to the Executive Board at least 45 days prior to an annual meeting of the General Assembly. Each proposed amendment shall be considered by the Executive Board and a copy thereof, with the recommendations of the Executive Board and its reasons therefor, forwarded to the delegate of each Member jurisdiction at least 30 days prior to the meeting at which such proposed amendment will be voted upon.

A majority vote of the county delegates present and a majority vote of the city delegates present are required to adopt an amendment to these Bylaws. If within 60 days after the adoption of any amendment, one-third or more of the delegates protest such amendment, it shall automatically be up for reconsideration and vote as in the first instance.

ARTICLE XV. EFFECTIVE DATE

These Bylaws shall go into effect immediately upon the effective date of the Agreement.

EXHIBIT B: EMPLOYEE TRANSITION PLAN

Yellow highlights added detail to MTC MOU language to address ABAG staff transition.

Employment Offer Specifics for MTC/ABAG Staff Consolidation	
	<p><u>Position Design and Organizational Placement</u> Exhibit B1 details the positions transitioning to MTC including the ABAG Legacy Employee being offered the position, position title, section, classification, and grade level.</p>
	<p><u>Employment Offers</u></p> <ul style="list-style-type: none"> • The specific salary being offered <ul style="list-style-type: none"> ○ Salaries will be at least equivalent to ABAG salaries plus a minimum 7% increase to address any per payroll net differences due to MTC benefit cost-share costs • Accrued but unused ABAG sick leave benefit hours which will be kept as a personal sick leave benefit bank with MTC. This personal sick leave balance is not eligible for donation to MTC's catastrophic leave bank. • Full time or Part time status <ul style="list-style-type: none"> ○ Annual salary equivalents determined by annual hours worked prorated appropriately for less than Full time employment • 9/80 alternate work schedule confirmation • ABAG service tenure
	<p><u>Other Special Considerations</u></p> <ul style="list-style-type: none"> • No probationary period • Waive background checks • Waive submittal of resume or application • ABAG service tenure will be considered in addition to MTC tenure for purposes of calculating vacation accrual rate, service recognition events, and any layoff/reinstatement actions (as needed per EDMM 295).
	<p><u>Performance Evaluation Program</u> To provide continuous performance evaluations and salary merit increases acknowledging tenure at ABAG, ABAG and MTC will do the following:</p> <ul style="list-style-type: none"> • ABAG will ensure all employees are caught up on performance reviews and their salaries are at the correct level before transitioning to MTC. • MTC will include all Transitioned Employees in the annual performance evaluation cycle for 2017. The first performance year being evaluated is September 1, 2016 through August 31, 2017. • Transitioned Employees will have a mid-cycle performance evaluation in March of 2018 to confirm the performance rating for the 2017 performance evaluation cycle with the merit increase level effective on July 1, 2018 for individuals not at the top of their salary range.

Employment Offer Specifics for MTC/ABAG Staff Consolidation	
Benefit Program Customization for MTC/ABAG Staff Consolidation	
	Provide MTC vacation accrual based on ABAG service tenure. Exhibit B2 is MTC's vacation leave accrual table.
	<p>Three additional paid Personal Leave days will be available from July 1 through December 31, 2017. Along with the regular two Personal Leave days granted per standard MTC policy to individuals hired between May and August, Transitioned Employees will receive five paid Personal Leave days at the point of hire. These first five Personal Leave days must be used by December 31, 2017 or be forfeited, with no exceptions.</p> <p>In addition, Transitioned Employees may use vacation time benefits immediately upon accrual and may take additional time upaid as needed within the first year up to two weeks or 80 hours total.</p> <p>Requests for other additional time off subject to supervisor approval.</p>
	Recognize and keep on the books actual sick leave accrual from ABAG. There would be two accounts, ABAG sick accrual and the new accrual once an MTC employee. The MTC accrual would be subject to the payout of up to 240 hours and the ABAG accrual would not. ABAG sick accrual would not count toward CalPERS service credit, once an MTC employee.
	<p>Confirm that CalPERS pension Classic Plan eligible employees go into MTC's classic plan and New Plan eligible employees go into MTC's new plan.</p> <ul style="list-style-type: none"> Cannot make any custom arrangements with plan enrollment as is set by employer contract with CalPERS and regulated by CA Public Employees' Retirement Law
Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
Fiscal Years 2014-2015, 2015-2016, 2016-2017 and 2017-2018	
<u>SALARY TABLES</u>	Salary administration is regulated per compensation policy and the MTC Employee Handbook.
Salary Adjustments	<p>Effective July 1, 2014, salary tables shall be adjusted by 2.6%.</p> <p>Each following July 1 during this MOU period, salary tables shall be adjusted as follows:</p> <p>July 1, 2015 – 2.6% July 1, 2016 – 2.6% July 1, 2017 – 2.6%</p>
Merit Program	Pay step adjustments within range subject to policy guidelines.
<u>PAID LEAVE BENEFITS</u>	Use of all paid leave benefits is regulated per leave policy and the MTC Employee Handbook unless otherwise stated in this document.

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)

Holidays	Eleven (11) days per year for full time employees. No minimum service required for eligibility.
Funeral Leave	Up to three 3 days (24 hours), on the basis of need, in the case of the death of a defined family member or member of employee's household. No minimum service required for eligibility. This benefit has no cash value and is not payable upon employment separation.
Personal Leave Days	<p>Up to 3 personal leave days (24 hours) are granted at the beginning of each calendar year. The number of personal leave days granted to new employees is prorated as follows:</p> <p style="text-align: center;">January through April – 3 days May through August – 2 days September through November – 1 day December – 0 days</p> <p>In the event that Personal Leave Days are accrued but unused at the end of a calendar year, the employee will receive an amount to start the new calendar year at a maximum of three days. Personal Leave Days are not payable upon employment separation.</p> <p>Transitioned Employees will receive three additional Personal Leave Days at hire on July 1, 2017. These additional days will be available for use through December 31, 2017 only.</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)

<p>Vacation Leave Benefits</p>	<p><u>Accrual of Vacation Leave Benefits</u></p> <ul style="list-style-type: none"> ○ One day (8 hours) per month worked starting with the first day of employment. Prorated for new hires based on first working day of employment within the month. ○ Addition of one more day (8 more hours) each additional year worked up to a maximum of 13 additional days (104 hours) for a total annual benefit of 25 days (200 hours) a year is reached. ○ Transitioned Employees will start accruing based on their service tenure with ABAG (example, an eight year ABAG employee starts accruing at MTC's eight year rate). ○ Accrued to a cap of 62.5 days (500 hours). Once the cap (500 hours) is reached, all vacation accrual stops until such time that the vacation balance falls below the cap (500 hours). If the vacation accrual is larger than the difference between the vacation balance and the 500 hour cap, individuals will receive only a fraction of their bi-weekly vacation accrual for that pay period bringing their vacation balance to 500 hours. ○ Employees working an average of 40 hours over a two-week pay period, but less than 72 hours over a two-week pay period will receive prorated benefits. ○ All vacation leave benefits are accrued and available for use with each bi-weekly pay period
	<p><u>Annual Vacation Cash Out Option</u></p> <p>Once a twelve month period, employees may cash-out accrued but unused vacation leave over 320 hours up to cap of 500 hours. Payment will be made at the employee's current hourly rate and is considered taxable earnings. Payment is subject to any and all applicable deductions.</p>
	<p><u>Payment Upon Separation</u></p> <p>Accrued but unused vacation time off benefits up to the maximum accrual of 62.50 days or 500 hours are payable upon employment separation at the hourly rate earned by the employee at the time of employment separation. Payment will be in one lump sum and is subject to any and all applicable deductions.</p> <p><u>Use of Benefit</u></p> <p>Transitioned employees may use accrued vacation time off benefits per policy immediately upon accrual and may request additional unpaid time off for vacations above accrued benefit levels up to two-weeks or 80 hours of vacation total within the first year of employment.</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)

<p>Sick Leave Benefits</p>	<p><u>Accrual of Sick Time Off Benefits</u></p> <ul style="list-style-type: none"> ○ One day (8 hours) per month worked starting with the first day of employment. Prorated for new hires based on first working day of employment within the month. ○ Employees working an average of 40 hours over a two-week pay period, but less than 72 hours over a two-week pay period will receive prorated benefits. ○ Sick time off benefit is accrued without a cap. <p><u>Payment Upon Separation</u></p> <p>Accrued but unused sick time off benefits up to a maximum of 30 days or 240 hours are payable upon employment separation at the hourly rate paid the employee at the time of employment separation. Payment will be in one lump sum and is subject to any and all applicable deductions.</p> <p><u>Personal Sick Leave Bank</u></p> <p>Transitioned employees will have a personal sick leave benefit bank totalling their accrued but unused sick leave hours upon separation from ABAG employment. This bank is available for use until exhausted. This bank is not eligible for payout upon employment separation from MTC or for donation to MTC's catastrophic leave bank.</p> <p><u>Use of Benefit</u></p> <p>Employees may use accrued sick leave benefits per policy as soon as they are earned.</p>
<p><u>INTRODUCTION PERIOD</u></p>	<p>The Introduction period is regulated per applicable policy and the MTC Employee Handbook.</p>
	<p>The initial six months of employment is considered to be an introduction period during which time a new employee's work and conduct are observed and evaluated, orientation and training provided as necessary, and issues with performance addressed directly and promptly in an effort to ensure the employee's success.</p>
<p><u>INSURANCE</u></p>	<p>Scope, limitations, and annual insurance premium costs are set forth in actual insurance company policies and provided each year during open enrollment.</p>
<p>Group Dental Insurance</p>	<p>Agency pays total premium for employee's coverage. The cost to Employees for coverage for one dependent is \$6.30 per month, and \$19.13 per month for two or more dependents. The Agency contributes the remainder of the premium. MTC will deduct employee dependent premium payments from earned wages pre-tax as allowable by law.</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
Group Dental Insurance Cash-in-Lieu	<p>Employees have the option of receiving the equivalent dollar amount of the Employee Only premium in cash upon signing a waiver of coverage and providing proof of being covered under a comparable dental plan. The amount is subject to federal and state tax withholding. Dental cash-in-lieu through December 31, 2017 is \$72.63.</p>
Group Medical Insurance	<p>Employees agree to contribute towards medical premiums by paying five percent (5%) of the premium for each coverage line. The employer will cover ninety-five (95%) percent of premium for each coverage line.</p> <p>Total cost per month to the employee is dependent on the coverage line they select.</p> <p>Employee contributions will be capped as follows:</p> <p>\$75.00 for Employee Only \$125.00 for Employee Plus One \$175.00 for Employee Plus Family</p> <p>MTC will deduct employee medical insurance premium payments from earned wages pre-tax as allowable by law.</p>
Group Medical Insurance Cash-in-Lieu	<p>Employees have the option of receiving cash-in-lieu of enrolling in the health insurance plan upon the signing of a waiver of coverage and providing proof of being covered under a comparable medical plan. The amount of cash-in-lieu will be equal to the second most costly Employee Only premium total minus the Employee contribution amount for that premium. Cash-in-lieu payments are subject to federal and state tax withholding. Medical cash-in-lieu through December 31, 2017 is \$973.61.</p>
Vision Care Insurance	<p>Agency pays total premium for Employee Only coverage. Employees may enroll dependents at their sole cost for \$7.51 for one dependent and \$26.70 for two or more per month. MTC will deduct dependent premium payments from earned wages pre-tax as allowable by law.</p>
Domestic Partner Coverage	<p>MTC provides group medical insurance, group dental insurance, and group vision coverage for an eligible domestic partner and dependents subject to CalPERS regulations regarding domestic partner coverage. The maximum amount of the Agency contributions shall be the same as that specified under "Group Dental Insurance" and "Group Medical Insurance" provisions referenced above.</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
Life and Related Insurance	Agency pays premiums for Employee life insurance policy; life insurance benefit is equal to one times annual salary or a minimum of \$55,000, whichever is greater. Agency pays additional premium for employee for Accidental Death and Dismemberment policy equal to the group term life insurance coverage. Agency pays premium for qualified dependents (as defined in current policy) for \$2,000 life coverage per dependent.
Group Voluntary Life and Related Insurance	In addition, Employee may elect to purchase, at his/her expense, supplemental Group Voluntary Life Insurance.
Short-Term and Long-Term Disability	<p>Agency pays monthly premium for short-term disability coverage for qualifying employee medical disabilities to cover loss of wages. There is a 14-day waiting period with an additional 11 weeks of paid benefits (total 12 week benefit program). Coverage level is 66 2/3% of salary up to a maximum of \$2,500 a week. Benefits paid are taxable.</p> <p>Agency pays monthly premium for long-term disability coverage for qualifying employee medical disabilities to cover loss of wages. There is a 90-day waiting period (designed to pick up at the end of the 12-weeks of short-term disability coverage). Coverage level is 67% of monthly salary up to a maximum of \$15,000 per month. Benefits paid are taxable.</p>
Travel Insurance	Agency pays annual premium. Each employee is covered with a policy of \$100,000 for loss of life while traveling on MTC business.
<u>RETIREMENT</u>	
1 st Tier Retirement Formula (Classic Plan)	<p>The retirement benefit formula is calculated, pursuant to contract with PERS, at 2.5% at age 55.</p> <p>The Agency and employee agree to equally share any annual employer contribution rate change with employees assuming 50% of the annual employer rate change up to an employee total contribution rate capped at 8%.</p>
	<p>Effective, June 30, 2014, the Agency total contribution rate is 22.395% and the shared contributions are as follows:</p> <p>(a) Employee pays 5.210% of salary</p> <p>(b) Agency pays 17.185% of salary</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
	<p>Effective July 1, 2014, the Agency total contribution rate will be 25.185% and the shared contributions will be:</p> <ul style="list-style-type: none"> (a) Employee pays 5.602% (b) Agency pays 19.583% <p>July 1, 2015, July 1, 2016, and July 1, 2017, the shared contribution rates will change based on the change in the Employer contribution rate shown in the Annual PERS Actuarial Valuation Report for periods ending June 2013, June 2014, and June 2015, and per any additional CalPERS contribution rate changes announced at the time of the report or separately due to valuation methodology changes.</p> <p>As of July 1, 2016 and through June 30, 2017, the employee contribution rate for the Classic plan is 6.38% of salary.</p>
Other Contracted Benefits (Classic Plan)	In accordance with Agency's PERS contract amendment effective August 1, 2000, Agency has contracted for the following optional provisions:
	3% Maximum Cost-of-Living Allowance; Section 21573 – Third Level 1959 Survivor Benefits; Section 21583 – Second Election 1959 Survivor Benefits; Section 21548 – Pre-retirement Optional Settlement 2 Death Benefit; and Section 20903 – Two years Additional Service Credit.
2 nd Tier Retirement Formula (New Plan)	<p>The retirement benefit formula is calculated, pursuant to contract with PERS, at 2.0% at 62.</p> <p>As of June 30, 2014, the Agency total contribution rate is 22.395% and the shared contributions are as follows:</p> <ul style="list-style-type: none"> (a) Employee pays 6.50% of salary (b) Agency pays 15.895% of salary <p>Effective July 1, 2014, the Agency total contribution rate will be 25.185% and the shared contributions will be:</p> <ul style="list-style-type: none"> (c) Employee pays 6.50% of salary (d) Agency pays 18.685% of salary <p>Effective July 1 of each year during this MOU period, the employee rate will be 50% of the plan "Normal Costs" per pension regulation. CalPERS will provide documentation of each fiscal year's plan Normal Costs directly to the employer in the annual valuation report each October prior to the effective July1 date.</p> <p>As of July 1, 2016 and through June 30, 2017, the employee contribution rate for the PEPR plan is 6.50% of salary.</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
Other Contracted Benefits (New Plan)	Plan provisions are determined by pension reform and California PERL. However, this New Plan also includes the same employer selected plan provisions as the Agency's Classic Plan:
	3% Maximum Cost-of-Living Allowance; Section 21573 – Third Level 1959 Survivor Benefits; Section 21583 – Second Election 1959 Survivor Benefits; Section 21548 – Pre-retirement Optional Settlement 2 Death Benefit; and Section 20903 – Two years Additional Service Credit.
Retiree Medical	Retiree and eligible dependents are entitled to the same medical benefits provided to regular MTC employees and at the same co-pay amounts (and per CalPERS' PEMCHA Equal Method Plan). If eligible, a retired MTC employee must apply for Medicare. His/her PERS health coverage is then provided as a supplement.
Retiree Dental and Vision	MTC shall provide retiree group insurance plans for dental and vision coverage. The cost of premiums will be the sole responsibility of the retiree. Eligibility for this program will follow CalPERS retiree medical eligibility rules and requirements.
<u>TRANSIT PARKING PROGRAM</u>	MTC shall provide a Transit/Parking Program providing commuting benefits as follows. Employees may elect to participate in only one option at a time.
	<u>Public Transit Option</u> MTC provides a subsidy in accordance with IRS Fringe Benefit regulation for employees for legitimate and applicable transit ticket purchases. Purchases must be made through authorized MTC provided third-party transit administrator(s) only and must be for a monthly amount needed and used by each employee each month, per IRS regulation.
	Effective July 1, 2014, MTC's monthly subsidy will increase to up to \$214 per month. MTC will provide this subsidy tax-free per IRS fringe benefit allowances. As of January 2014, the allowable tax free level for fare purchase is \$130, and for eligible parking is \$250. As of January 2016, the allowable tax free level for fare purchase and parking is \$255 monthly. Any subsidy above the IRS limits is taxable income. Six months after relocation to MTC's new San Francisco office, MTC reviewed the transit subsidy level to determine if it was sufficient to serve the majority of employee transit costs. Based on this review and in consultation with employees, the transit subsidy level was increased to \$255 monthly on December 21, 2016.

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
	<p><u>Employer Provided Parking Option</u></p> <p>While MTC is still located at 101 8th Street, employees may select to contribute \$18.50 per month pre-tax for parking in the MTC leased employee parking lot in lieu of receiving the monthly transit subsidy. This option is based on availability of parking spaces in the lot.</p> <p>After moving the office to San Francisco, this option will change as follows:</p> <ul style="list-style-type: none"> (a) MTC will maintain rental of the Caltrans owned parking lot; (b) Parking spaces in this lot will be available to eligible employees to park at this lot and purchase transit to commute to San Francisco. (c) The cost of monthly parking in this lot will equal the cost of monthly parking at the BART Lake Merritt station as of July 1, 2014 (estimated to be \$84.00 per month) and will remain at this level for the period of the MOU.
	<p><u>Carpool Option</u></p> <p>While MTC is still located at 101 8th Street, employees in a verified carpool with two or more persons, at least one passenger working at MTC, will receive one free parking space in the MTC leased employee parking lot in lieu of the monthly transit/parking subsidy. This option is based on availability of parking spaces in the lot.</p> <p>After moving the office to San Francisco, parking in this lot will be administered as explained above, however, expanding the carpool rules for eligible passengers to include someone who works at MTC, ABAG, or the Air District. Carpool participants will be using transit to get to San Francisco.</p>
	<p><u>Bicycle Commuter Option</u></p> <p>For any employee regularly using a bicycle for a substantial portion of the travel between the employee's residence and place of employment for qualifying bicycle commuting months as described in IRS Publication 15-B, \$20 per month tax-free subsidy paid by MTC.</p>
	<p><u>Cash-in-Lieu Option</u></p> <p>Employees may elect to receive \$20.00 per month cash-in-lieu if not selecting another Transit/Parking Program. Cash-in-lieu payments are subject to federal and state tax withholding.</p>
<u>OTHER ELECTIVE DEDUCTIONS</u>	
Dependent Care Assistant Plan (DCAP)	<p>MTC's Dependent Care Assistance Plan (DCAP) is a totally employee-funded program, except for the costs incurred by Agency to administer the program. Employees may elect pre-tax payroll deductions up to the limits set by the Internal Revenue Service for the reimbursement of eligible childcare and dependent care expenses, in accordance with IRS regulations. See actual plan for details and limitations.</p>

Summary of Benefits: MTC Full-Time Regular Represented and Confidential Employee Positions (Except as otherwise noted and excluding executive employees)	
Health Care Flexible Spending Account	MTC's Health Care Flexible Spending Account is a totally employee-funded program, except for the costs incurred by the agency to administer the program. Employees may elect pre-tax payroll deductions up to a limit equivalent to the Federal Health Care Flexible Spending Account for the reimbursement of eligible healthcare costs that are not covered under the employee's health insurance. See actual plan for details and limitations.
Deferred Compensation Plan	Employee may elect to participate in the 457 Deferred compensation program(s) and make pre-tax contributions subject to IRS regulations and program limitations. The Agency will administer the pre-tax deductions and submittal of employee contributions.
<u>PROFESSIONAL DEVELOPMENT</u>	
Professional Development	Subject to approval by the Section Director and appropriations in the annual training and travel budget, employees may participate in Agency sponsored Professional Development, defined as any training, materials, testing, licensing, membership, conferences, classes, tuition, etc. that are determined to be appropriate to the employee's professional development.
Computer Purchase Program	MTC will assist in the purchase of a personal computer and peripheral equipment, up to a maximum of \$5,000 for regular fulltime employees who have completed their probation and are scheduled to work 72 hours or more per pay period. The total cost of each purchase shall be repaid by participating employee through bi-weekly payroll deduction, up to a maximum of a 2-yr period or 52 pay periods. See actual plan for details and limitations.
<u>MANDATORY PROVISIONS</u>	As required by statute.
Workers' Compensation	Standard
Unemployment Insurance	Standard

EXHIBIT B1: MTC POSITIONS OFFERED TO ABAG LEGACY EMPLOYEES

(Names to be added before approval.)

EMPLOYEE NAME

POSITION TITLE

SECTION

EXHIBIT B2: MTC VACATION ACCRUAL CHART

TENURE	ANNUAL DAYS	ANNUAL HOURS	PER PAYROLL HOURS (26 PAYROLLS PER YEAR)
Year 1 *	13	104	4.00
Year 2	14	112	4.31
Year 3	15	120	4.62
Year 4	16	128	4.93
Year 5	17	136	5.24
Year 6	18	144	5.54
Year 7	19	152	5.85
Year 8	20	160	6.16
Year 9	21	168	6.47
Year 10	22	176	6.77
Year 11	23	184	7.08
Year 12	24	192	7.39
Year 13 +	25	200	7.70

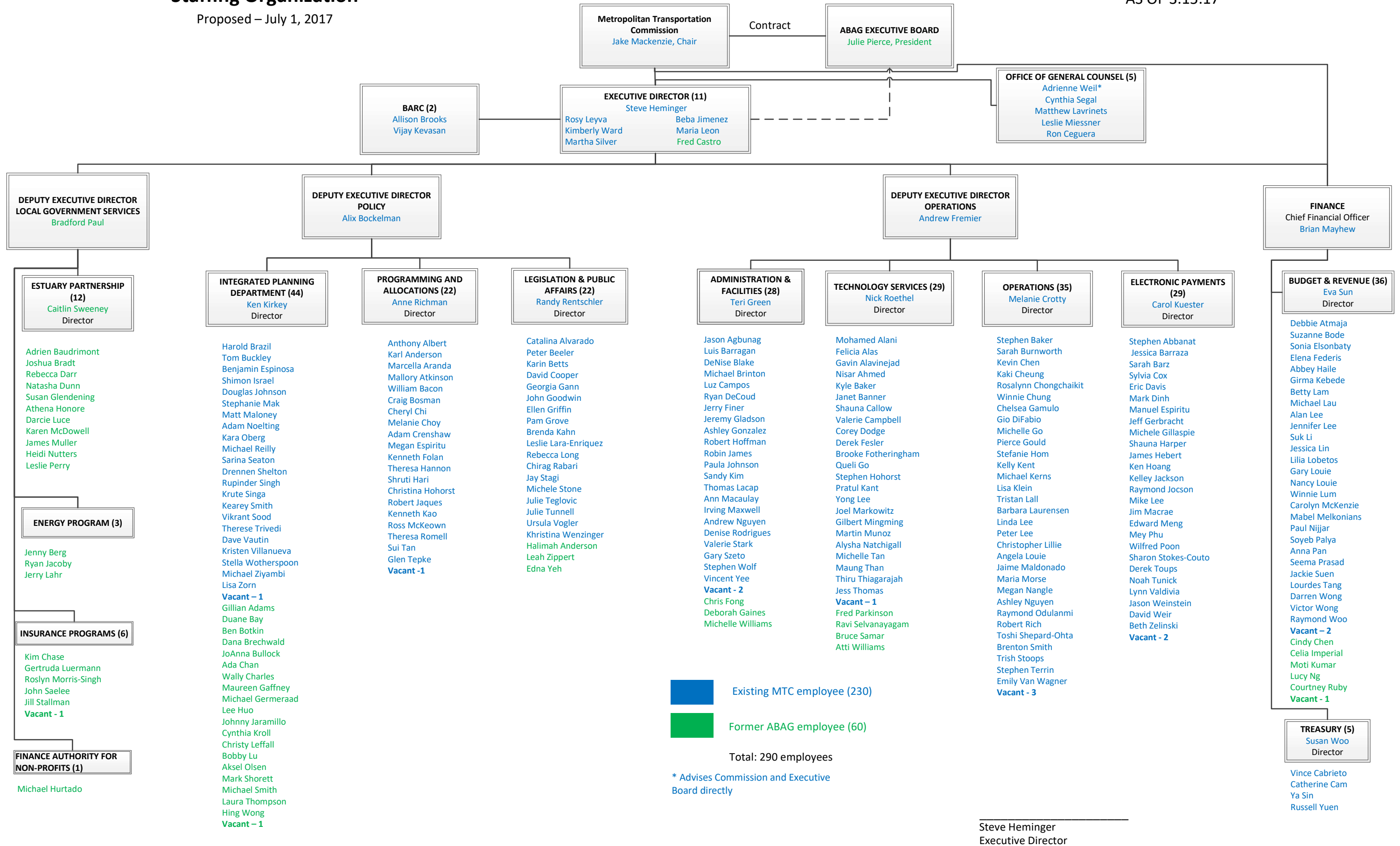
Metropolitan Transportation Commission

EXHIBIT C: MTC ORGANIZATION CHART

Staffing Organization

Proposed – July 1, 2017

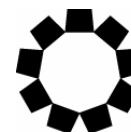
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ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



ABAG

Date: April 19, 2017

To: ABAG Executive Board via
ABAG Finance and Personnel Committee

From: Brad Paul, Acting Executive Director

Re: **Review of Documents Related to Staff Consolidation**

This memo summarizes the documents that will be before you for action on April 20th, including a redlined version of the MOU and Contract for Services (CS) that incorporate the changes made on March 24th by the Joint MTC Planning Committee and ABAG Administrative Committee (Joint Committee), and the changes recommended by the MTC Executive Committee at its April 18th meeting.

Key Documents

Last week, staff sent out an agenda and attachments for the Executive Board's April 20th meeting earlier than usual to give Board members a chance to read the rather lengthy, narrative portion of the 2017-2018 Budget and Work Plan and reread the latest version of the MOU and Contract for Services plus attachments. At that time, staff indicated that, working with MTC, we were still assembling some of the key budget data for the budget portion of the 2017-2018 Budget and Work Plan and would be sending that to you this week. That budget data will be incorporated in the posted 2017-2018 Budget and Work Plan tomorrow morning.

We have attached a recent letter from CalPERS that we will discuss in more detail later in this memo. Below is a list of all the documents you now have to review with several that we are attaching today highlighted in bold. These include:

1. Contract for Services. Redlined version showing changes recommended by the Joint Committee at its March 24th meeting. Includes the following attachments:

- Exhibit A: ABAG's statutory authority & ABAG Bylaws
- Exhibit B: Employment Transition Plan
- Exhibit B2: MTC Vacation Accrual Chart
- Organizational Chart for New Consolidated Staff

2. Memorandum of Understanding (MOU). Redlined version showing major change recommended at March 24th Joint Committee meeting.

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3. Annual Budget & Work Plan

4. Additional related materials:

- **March 28th letter from CalPERS**
- **Integrated Regional Planning Program Org Chart**
- **Org Charts (2) covering staff engaged in Member Services**
- **Policies on ABAG Committee Formation, Structure and Membership**

Staff believes the above referenced 2017-2018 Budget and Work Plan provides you with the tools you need to monitor the Contract for Services and determine if the consolidated staff is delivering on services you've contracted with MTC to provide. It also clearly explains what the Council of Governments does for the region and the value ABAG programs add to the cities, counties and stakeholders ABAG represents.

On March 24th, at Commissioner Jim Sperring's request, MTC Chair Jake Mackenzie called an MTC Executive Committee on April 18th to further discuss the policy issues discussed at the March 24th Joint Committee meeting. Today, Chair Mackenzie wrote a letter to ABAG President Julie Pierce describing those proposed changes and requesting that the ABAG Executive Board consider approving these revisions at the April 20th Executive Board meeting. A copy of Chair Mackenzie's letter is attached.

Potential Revisions for Consideration

Staff believes that two of the proposed MTC Executive Committee recommendations represent fairly simple clarifications of language contained in the draft MOU and CS in your board packet. One involves adding a clarifying sentence at the end of Section 4, page 3 of the MOU stating: Both parties retain the sole individual discretion to decide whether on not to merge the two governing boards.

The other occurs in Section 6.7, page 10 of the CS where a phrase is added to the end of Section 6.7 (c) that states: however, in no event shall MTC be responsible for nor assume the obligation to make such payments required under subsection (a) above.

The third proposed change is in Section 4.1, page 7 of the CS where October 31st 2017 is inserted as the deadline to create a successor financing authority for ABAG. Staff believes this is workable given ABAG and MTC's mutual commitment to work as quickly as possible to beat this deadline in order to begin marketing ABAG's new finance authority in September.

The final proposed change is the most substantial. It proposes changes to Section 6, page 3 of the MOU (Selection of Future Executive Director) replacing language in that section (from the March 24th Joint Committee meeting) with the following:

The Executive Director of MTC will continue to serve as the Executive Director of MTC under the Contract for Services between MTC and ABAG. The Executive Director of MTC will also serve as the initial Executive Director of the consolidated staff. If there is a vacancy in the position of the Executive Director prior to a merger of MTC and ABAG, the Chair of MTC will establish an Executive Director interview/selection committee comprised of MTC commissioners who do not serve on ABAG to interview and select a final candidate or candidates who will then

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be presented to an ABAG Ad Hoc review committee should the ABAG President decide in his or her discretion to establish one. The MTC Chair and ABAG President may, in their discretion, appoint themselves and the MTC Vice Chair and ABAG Vice President, respectively, to serve on the respective interview committees and none of the four aforementioned officers shall be deemed ineligible if serving in a dual capacity for each agency. If an ABAG Ad Hoc review committee is appointed, its recommendation will be communicated to the MTC interview/selection committee who will then make a recommendation to the full MTC Commission for the final decision.

Under this scenario, if the MTC Executive Director were to leave within the next two years, both the MTC Chair and the MTC Vice Chair would be individuals that also serve on the ABAG Board.

CalPERS Issues

Given the complications and uncertainty created by the CalPERS March 28th letter, ABAG has retained legal and policy experts to help us navigate this complex situation in order to provide staff, retirees and the Board with sufficient information and assurances that they are comfortable with the staff consolidation. In anticipation of this problem, MTC proposed and the MTC Planning and ABAG Administrative Committees approved the the following language in section 6.1 of the Contract on March 24th:

In the event CalPERS should make a determination contrary to the intent of this Agreement in respect to the common law status of the Transferred Employees, MTC and ABAG agree to make each other whole such that the final financial consequences to each party of the CalPERS determination shall reflect the financial assumptions made at the time the contract was executed.

This language is intended to cover all financial impacts on either agency that could come out of a future CalPERS audit. ABAG and MTC have also been working together to find additional clarifying language to cover any financial impacts on ABAG employees joining the consolidated staff. Based on those recent discussions, we have come up with the following language to add to the above paragraph to address financial impacts on ABAG employees caused by a future CalPERS audit:

If in accordance with such CalPERs determination any Transferred Employees would end up receiving retirement benefits less than what they would receive as MTC employees, effective as of July 1, 2017, MTC will in accordance with the make whole obligations referenced in the first sentence hereof, provide funds to ABAG for distribution to such employees in the manner in which ABAG determines appropriate (provided however that such method of distribution shall provide the most economical solution to the agencies as determined by the outside expert referenced in the last sentence), such that the Transferred Employees are in an equivalent economic position as if they were MTC employees, effective July 1, 2017.

Upon ABAG's receipt of such funds from MTC, the Transferred Employees shall have sole recourse to ABAG, and ABAG will indemnify and hold MTC harmless from any claims of such employees. The determination of any amounts due under this provision from one party to another shall be made by a nationally recognized actuarial entity, selected by mutual agreement of MTC and ABAG.

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The ABAG senior management team is still reviewing this language with the legal and policy experts that we have retained. We have scheduled a consultation for Thursday morning. We may recommend revisions to the Executive Board after the consultation.

Schedule

If the CS and MOU are approved by the Executive Board and Commission this month, the key milestones between now and achieving the staff consolidation at the beginning of the next fiscal year are as follows:

- May-June: Offers and acceptances of employment
- July 1: Transition of employees



METROPOLITAN
TRANSPORTATION
COMMISSION

Bay Area Metro Center
375 Beale Street
San Francisco, CA 94105
TEL 415.778.6700
WEB www.mtc.ca.gov

Memorandum

TO: Julie Pierce, ABAG President

DATE: April 19, 2017

FR: Jake Mackenzie, MTC Chair

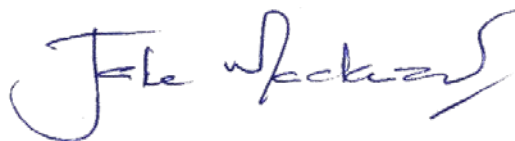
RE: Report of the MTC Executive Committee and Recommended Revisions to the Contract for Services and Memorandum of Understanding

As discussed at the Joint MTC Planning/ABAG Administrative Committee meeting on March 24th, I called a meeting of the MTC Executive Committee to discuss several policy issues related to the Contract for Services (CS) for the MTC/ABAG Staff Consolidation and Memorandum of Understanding (MOU) related to future governance. The Executive Committee met on Tuesday, April 18th. The policy areas of focus included: 1) Selection of future Executive Director; 2) CalPERS pension obligations; 3) Timeline for creation of a successor ABAG-affiliated conduit financing authority; and 4) Service Employees International Union (SEIU) and Committee for Staff Representation (CSR) employee concerns. As you know from your attendance at the meetings, the Committee recommended four revisions to the CS and MOU. A summary along with some background on the proposed revisions is below, and the revisions are detailed in Attachment A:

1. Selection Process and Committee Composition of future Executive Director: The MTC Executive Committee is recommending to add more definition to the process and composition related to the selection of the future Executive Director, and to make some refinement in order to avoid potential future questions related to the Brown Act. Specifically, the new language calls for a sequential interview/review process by an MTC committee and by an ABAG Ad Hoc committee, that would be appointed at the discretion of the ABAG President, before final recommendation to and approval of the new Executive Director by MTC. The MTC interview/selection committee is to be comprised of MTC Commissioners who do not serve on ABAG, with an exception for dual capacity allowed for the MTC Chair and Vice Chair. The separate interview processes by an MTC Committee and the use of an ABAG Ad Hoc committee, should the ABAG President decide in his or her discretion to establish one, is in the spirit of the original language adopted by the Joint Committees; it's simply a refinement to avoid potential questions related to permissible closed sessions under the Brown Act for hiring and interview purposes.
2. CalPERS Pension Obligation: A revision is recommended to clarify that even if MTC is called on to assist ABAG to find new revenue to meet its pension obligations, those obligations fully remain ABAG's to meet.

3. Future Governance Considerations: A revision is recommended to clarify in the MOU that the discussion on governance changes is just that, with no obligation on either policy board to agree to governance changes.
4. Creation of a Successor ABAG-Affiliated Conduit Financing Authority: Based on more consideration by staff of the time needed to stand up a new finance authority and ABAG's interest in accelerating the process, a compromise date of October 31, 2017 is proposed as the deadline to create a successor financing authority.

I respectfully request that the ABAG Executive Board consider approving these revisions at its meeting on Thursday evening. I will attend the meeting and can provide additional information and answer questions if necessary. The Commission stands ready to act on the CS and MOU, including the revisions, at its meeting next week on April 26th.



Jake Mackenzie

Attachment:

- Attachment A: Executive Committee Proposed Revisions to the Contract for Services and Memorandum of Understanding related to Future Governance referred by the Joint MTC Planning and ABAG Administrative Committee

JM:AAB

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Attachment A – Executive Committee Proposed Revisions to the MTC/ABAG Staff Consolidation Contract for Services and Memorandum of Understanding Related to Future Governance

1. Replace Section 6 of the MOU with the following:

Selection of Future Executive Director

The Executive Director of MTC will continue to serve as the Executive Director of MTC under the Contract for Services between MTC and ABAG. The Executive Director of MTC will also serve as the initial Executive Director of the consolidated staff. If there is a vacancy in the position of the Executive Director prior to a merger of MTC and ABAG, the Chair of MTC will establish an Executive Director interview/selection committee comprised of MTC commissioners who do not serve on ABAG to interview and select a final candidate or candidates who will then be presented to an ABAG Ad Hoc review committee should the ABAG President decide in his or her discretion to establish one. The MTC Chair and ABAG President may, in their discretion, appoint themselves and the MTC Vice Chair and ABAG Vice President, respectively, to serve on the respective interview committees and none of the four aforementioned officers shall be deemed ineligible if serving in a dual capacity for each agency. If an ABAG Ad Hoc review committee is appointed, its recommendation will be communicated to the MTC interview/selection committee who will then make a recommendation to the full MTC Commission for the final decision.

2. Replace Section 6.7 of the Contract for Services, page 10, with:

Pension and Medical Benefits

- (a) ABAG will retain sole financial responsibility for meeting its annual obligation for outstanding CalPERS pension obligations and retiree medical benefits, and will make meeting such obligations a budgetary priority.
- (b) In the event of need to fund the obligation referenced in subsection (a), the first priority for use of excess revenues from ABAG's new financial services joint powers authority will be to meet the obligations referenced in subsection (a).
- (c) In the event that the ABAG dues and revenues described in subsection (b) are insufficient and ABAG is unable to meet the obligations referenced subsection (a), MTC will use its best efforts to assist ABAG in raising new revenues required to make these payments; however, in no event shall MTC be responsible for nor assume the obligation to make such payments required under subsection (a) above.

3. Add the sentence below, shown in underline and highlighted text to Section 4 of the MOU:

Deadline to Initiate Discussions on Governance

No later than July 1, 2019, ABAG and MTC will begin discussions on whether the two agencies should restructure their governing boards to better serve the region and to better utilize

the consolidated staff. These discussions may be conducted directly through the Executive Board of ABAG and the Commission of MTC, or their respective designated policymakers or designated policy bodies. Both parties retain the sole individual discretion to decide whether or not to merge the two governing boards.

4. Add the date shown in underline and highlighted text below to the Contract for Services, Section 4.1, page 7

Following consultation with ABAG and the FAN Executive Committee, MTC will administer the current FAN portfolio in runout mode such that there will be no new debt issuance under the FAN name. During the FAN runout mode, MTC will evaluate the current FAN debt portfolio for refinancing opportunities and make recommendations to the FAN Executive Committee to authorize refinancing of debt issues that meet credit and economic conditions developed and approved by the FAN Executive Committee. The consolidated staff working for MTC will, no later than October 31, 2017, create a successor ABAG-affiliated conduit financing authority, which shall be a new legal entity with a new name and a new governing body (the ABAG Executive Board or its designee), to continue to meet the conduit financing needs of the region and of ABAG's member jurisdictions.



California Public Employees' Retirement System
Legal Office
P.O. Box 942707
Sacramento, CA 94229-2707
TTY: (877) 249-7442
(916) 795-3675 phone • (916) 795-3659 fax
www.calpers.ca.gov

Attachment D

March 28, 2017

VIA E-MAIL and U.S. MAIL

Adrienne D. Weil
General Counsel
Metropolitan Transportation Commission (MTC)
375 Beale Street, Suite 800
San Francisco, CA 94105

Bradford Paul
Acting Executive Director
Association of Bay Area Governments (ABAG)
375 Beale Street Suite 700
San Francisco, CA 94105

Subject: MTC/ABAG CONTRACT FOR SERVICES

Dear Ms. Weil and Mr. Paul,

We are following up on our meeting with you on Monday, March 20, 2017. MTC and ABAG requested this meeting to discuss concerns about the transfer from ABAG to MTC of individuals ABAG currently employs and reports to CalPERS ("Legacy Employees"). Our meeting followed two previous meetings between MTC, ABAG and CalPERS staff with respect to these issues.

As we discussed at the March 20 meeting, and as MTC and ABAG have previously acknowledged, CalPERS applies the common-law employment standard to assess the employment status of members in the System. If the Legacy Employees are truly MTC employees, then application of the common-law standard will validate that. However, that assessment is fact-based, and CalPERS can only make it after it has audited an agency. In that regard, we note that the contract you asked us to review does not definitively answer this question. Accordingly, to the extent MTC and ABAG are seeking a declaration or some other form of approval of the proposed employment relationship of the Legacy Employees, CalPERS unfortunately cannot provide one.

Additionally, we want to correct any misunderstanding MTC and ABAG may have about ABAG becoming an inactive agency. To the extent that ABAG has no employees, as determined by the common-law employment test, it may be deemed inactive. However, because CalPERS cannot complete a common-law employment assessment of the proposed employment relationship absent a formal audit, it cannot conclude whether ABAG is inactive. Any representation to the contrary is incorrect.

That said, CalPERS appreciates MTC's and ABAG's recognition of the common-law employment standard followed by CalPERS, and both your organizations' desire to seek guidance from CalPERS on this issue.

As you know, at MTC's and ABAG's request, CalPERS staff has been engaged with your organizations' staff to provide guidance about how CalPERS evaluates whether an individual is the common-law employee of a CalPERS reporting entity. Our understanding is that those conversations are ongoing and that CalPERS staff has been waiting on additional information (e.g., the Legacy Employees' duty statements) from MTC. Staff has also reviewed the additional documents that Ms. Weil provided to me after our recent meeting.

In summary, CalPERS staff continue to have concerns about the common-law employee status of the Legacy Employees. Moreover, as part of this review, staff has identified potential reporting issues with the Local Collaboration Program (LCP) entities and ABAG. We request that ABAG provide the formation documents for the LCP entities to the following:

Attention: Arnita Paige, Chief
Pension Contract Management Services and Prefunding Programs
CalPERS
Financial Office
P.O. Box 942715
Sacramento, California 94229-2715

Thank you for your attention to these issues.

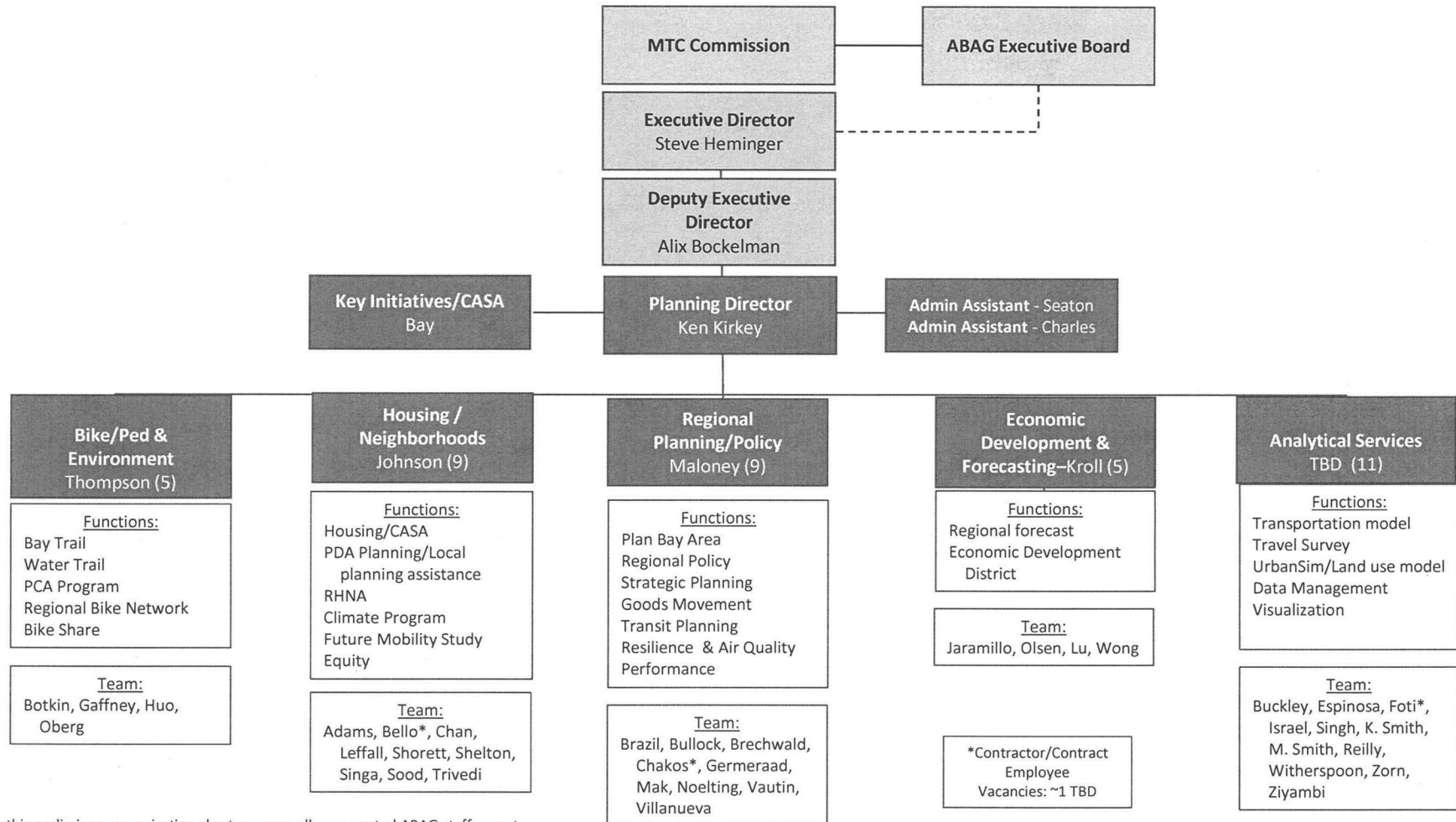
Sincerely,



Lisa Marie Hammond
Associate General Counsel

cc: Steve Heminger, Executive Director, MTC
Alix Bockelman, Deputy Executive Director, MTC
Marcie Frost, Chief Executive Officer, CalPERS
Matthew G. Jacobs, General Counsel, CalPERS
Marlene Timberlake D'Adamo, Interim Chief Financial Officer, CalPERS

Integrated Regional Planning Department (Day1)

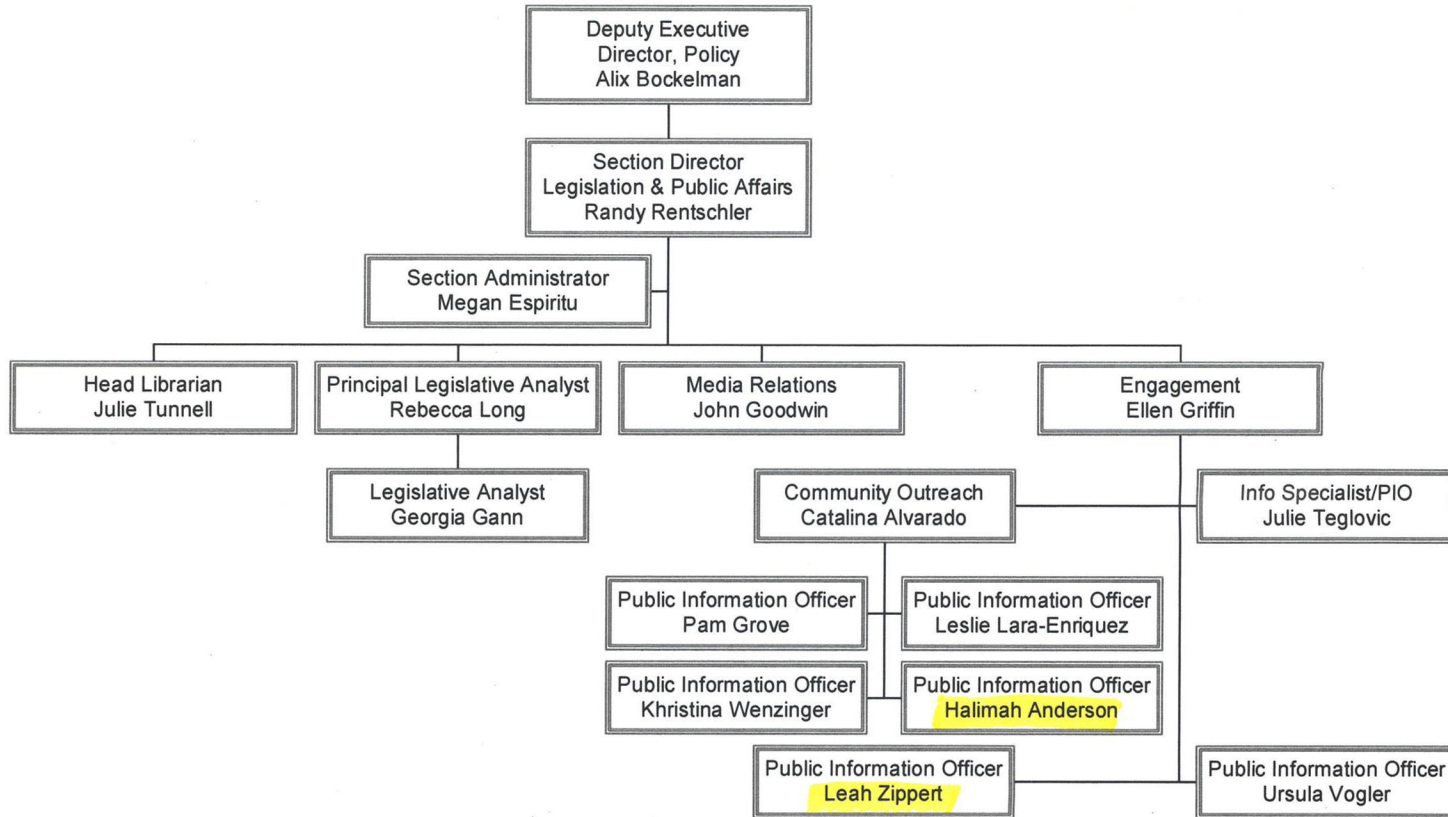


Note: this preliminary organization chart assumes all represented ABAG staff accept MTC offers of employment in the consolidated agency.

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MTC

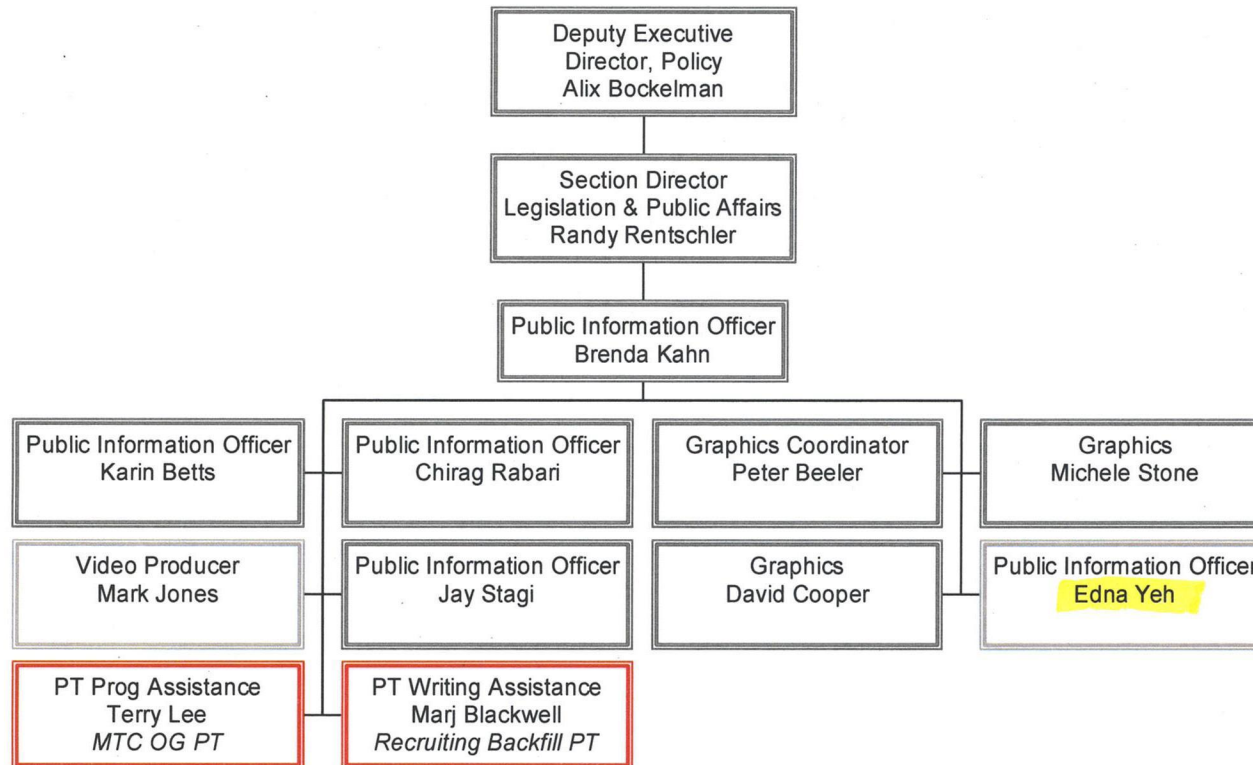
Legislation & Public Affairs (slide 1)



Effective July 1, 2017

MTC

Legislation & Public Affairs (slide 2)



Effective July 1, 2017

POLICIES ON ABAG COMMITTEE FORMATION, STRUCTURE, AND MEMBERSHIP

I. FORMATION OF ABAG COMMITTEES

ABAG standing and other committees are established on the recommendation of the President with the advice and consent of the Executive Board, except:

- A. The General Assembly, Executive Board and Administrative Committee which are established by the Bylaws;
- B. Program Committees which are established only in connection with the General Assembly's, Executive Board's or Administrative Committee's authorization of a service program; and
- C. Technical advisory committees with membership of technical experts, professionals and/or elected officials, and citizens with special expertise which may be called together, as required, by ABAG's management staff.

ABAG appoints representatives to inter-agency committees or groups. ABAG also appoints representatives, to several other government entities as mandated by state law.

II. ABAG COMMITTEE STRUCTURE AND OPERATIONS

- A. Types of Committees
 - 1. Established by the Bylaws
 - a) General Assembly
 - b) Executive Board
 - c) Administrative Committee
 - 2. Standing Committees
 - a) Finance & Personnel Committee
 - b) Legislation & Governmental Organization Committee
 - c) Regional Planning Committee (RPC)
 - 3. Interagency Committees
 - a) Joint Air Quality Policy Committee (ABAG/BAAQMD/MTC)
 - b) Regional Airport Planning Committee (ABAG/MTC)
 - 4. Program Committees
 - 5. Advisory Committees
 - 6. Task Forces

7. Technical Advisory Committees
8. Other Governmental Entities
 - a) Metropolitan Transportation Commission (MTC)
 - b) San Francisco Bay Conservation and Development Commission (BCDC)
 - c) Delta Protection Commission (DPC)
 - d) San Francisco Bay Trail Project
 - e) San Francisco Estuary Project (SFEP)
9. Independent Committees with ABAG as Administrative Lead Agency (no appointments by ABAG)
 - a) Association of Bay Area Health Officials
 - b) Hazardous Waste Management Allocation Committee

B. Operations of Committees

1. Charge to the Committee

The charges to and functions of standing committees or task forces are established by ABAG's President on the advice and consent of the Executive Board. The President is aided in questions of committee structure, jurisdiction, membership, etc., by the Administrative Committee.

The General Assembly, Executive Board or Administrative Committee in establishing a service program for ABAG member jurisdictions and/or other eligible entities will delegate to a Program Committee all power to implement and direct the program within program parameters, except that the General Assembly, Executive Board or Administrative Committee retains the power to terminate the program or withdraw ABAG support of the program.

Generally, task forces have a limited duration, defined at the time the task force is established.

In the case of technical advisory committees, a committee's charge is determined by the affected management staff.

2. Committee Meetings

Standing committees and task forces meet at the call of the Chairperson, in addition to those meetings established by the committee as a whole. Except in unusual circumstances, meetings are scheduled at least a month in advance to allow adequate public notice. Meetings are also held at times and places that allow the general public to attend.

3. Quorum

Quorums for the General Assembly and Executive Board are defined in ABAG's Bylaws VIII A(1) and VIII C(1). Unless otherwise provided by the Executive Board, all other committees of the Association may act upon the affirmative vote of a majority of committee members present per Bylaws VIII.D.

4. Attendance

Standing and other committee members are replaced if they miss three regularly scheduled meetings in succession.

5. Motions

At the request of the Chairperson, motions in committee meetings are given in writing to the staff person taking minutes.

6. Notification

All meeting notices are distributed and agendas posted in a public place in compliance with the Ralph M. Brown Act, not less than 72 hours in advance of the meeting.

III. COMMITTEE FUNCTIONS

- A. Standing committees make recommendations to the Executive Board based on their charge.
- B. Policy and procedure recommendations, proposed Plan elements or amendments will be sent by standing committees to other affected standing or other committees for review and comment before action by the Executive Board. Questions of committee jurisdiction are resolved by the Administrative Committee or Executive Board.
- C. Acting within the parameters of the program established by the General Assembly, Executive Board or Administrative Committee, a Program Committee will direct implementation of the program and provide policy direction. The Program Committee may also make recommendations to the General Assembly, Executive Board or Administrative Committee for changes to the program parameters originally established by that body. Program Committees may also form subcommittees, as needed, and may by majority vote, delegate power(s) to them.
- D. Technical advisory committees are established by management staff action as needed for technical aid, counsel and coordination.

- E. Independent Committees are established by Memoranda of Understanding approved by the Executive Board or Administrative Committee acting in lieu of the Board.

IV. MEMBERSHIP

A. Standing Committees

1. With the exceptions provided in II.A(2.c), (4), (5), and (6) above, membership in standing committees is limited to elected officials of membership jurisdictions.
2. Non-elected officials of member jurisdictions may be selected by standing committees to serve as non-voting technical advisory members.
3. Representatives of the Mayor of the City and County of San Francisco may be represented on ABAG committees or task forces by an elected or appointive official.
4. Membership of the Administrative Committee includes the President, Vice-President and Immediate Past President; chairpersons of the Finance & Personnel, Legislative & Governmental Organization and Regional Planning Committees; four other members of the Executive Board; and one other member of the RPC. If a person is entitled to occupy more than one seat on the Administrative Committee, said person shall occupy one seat; and the President shall, as provided below, fill the other seat by appointing a member of the committee not represented by its chairperson. Committee chairpersons and committee representatives to the Administrative Committee shall each have an alternate who is a member of their respective committees. One member of the Executive Board shall serve as the alternate for both Executive Board representatives. Committee representatives and alternates shall be appointed by the President with the consent of the Executive Board pursuant to Article IX.F of the Bylaws.
5. Membership of the RPC includes a minimum of 18 elected officials of Association members, including a supervisor from each member county and a city representative from each county. Members also include the chair of the Bay Area Planning Directors' Association; one representative each from the Bay Area Air Quality Management District, the BCDC, the MTC, the Regional Water Quality Control Board and from a special district; and not less than 10 citizens to represent categories of special or public interest areas such as: business, economic development, environment, housing, labor, minorities, recreation; open space, public interest, and special districts.

6. Upon recommendation of the chair of the RPC, the President may appoint advisory committees to the RPC. Each advisory committee is headed by an RPC member. Membership on such committees is not limited to RPC member, and may include elected or non-elected officials of member jurisdictions, or citizens with special expertise. Advisory committee members, unless so designated by the Executive Board, do not receive a per diem pursuant to ABAG's Bylaws.
7. The President, Vice-President and Immediate Past President serve, ex-officio, on standing committees.

B. Program Committees

Each entity participating in a program shall appoint a representative to the Program Committee. Representatives may be elected or non-elected officials or management level employees of the participating entity.

C. Task Forces

Membership on task forces may be elected or non-elected officials of member jurisdictions, or citizens with special expertise.

D. Terms

General Assembly and Executive Board excepted, standing committee and task force members' terms expire every two years following the annual meeting of the General Assembly in the year in which the new President takes office.

E. Per Diem

In accordance with ABAG Bylaws VII A.(7), voting members of the Executive Board, or of a standing and/or joint committee, and where expressly designated by the Executive Board, individuals participating in special committees, task forces or other meetings, shall receive a per diem of \$150 for each meeting attended. The per diem shall be paid for a maximum of forty-eight (48) meetings per year. Per diem may also be received by a Board or committee member representing the Association before an agency or body of the State or Federal government.

F. Technical Advisory Committees

Membership on technical advisory committees may be technical specialists, or professionals and/or elected officials and citizens with special expertise.

G. Other Governmental Agencies

Except as otherwise required by statute and except as set forth below, ABAG's official representatives and their alternates to any regional public entity shall be a

member of or alternate to the Executive Board, including ABAG's President, Vice-President and Immediate Past President. The representatives and their alternates will be nominated by the President, and confirmed by a majority vote of the Board.

1. The four representatives appointed to BCDC shall be elected city officials from eligible jurisdictions in each of the North, South, East and West Bay Areas.
2. Pursuant to the McAteer Petris Act, the representatives to BCDC select their own alternates. Alternates shall have the same qualifications required of the representative. Representatives are requested to submit to the Executive Board, for confirmation, the names of their alternates. The documented action shall be sent to BCDC. Should a BCDC representative decline to select his/her alternate, ABAG shall select the alternate in the same manner in which the representative is selected.
3. The representative to the DPC for the four West Delta cities, specified in the Delta Protection Act, is appointed by the President. The representative shall be an elected official from one of the four jurisdictions, providing that jurisdiction is a member of the Association.

Adopted November 14, 1974
Amended March 20, 1975
Amended June 15, 1978
Amended December 17, 1980
Amended February 19, 1981
Amended December 2, 1982
Amended April 15, 1993
Amended October 20, 1994
Amended May 26, 2010

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Hon. Julie Pierce, President
and Members of the Executive Board
Association of Bay Area Governments
Bay Area MetroCenter
375 Beale Street
San Francisco, CA 94105

Dear Julie:

Like you, and no doubt other Board members, over the past few months I have heard from a large number of ABAG retirees, worried and even anguished about their future pension (and in many cases medical) benefits following implementation of the proposed Contract for Services with MTC. I should add that I am an interested party myself, as far as pension, although not medical, benefits are concerned.

Changes by ABAG and MTC in the draft contract have been appreciated, but worries still remain. However, from my discussions as late as this morning, I believe the following fairly simple proposal would go a long way to assuaging these, and I therefore submit this to the Executive Board, in the hope it would be found acceptable by both the Board and the Commission.

REQUESTED CHANGES TO THE DRAFT MTC-ABAG CONTRACT FOR SERVICES

A. Add the following to section 1:

‘ABAG Retiree’ means a current CalPERS annuitant who has retired from ABAG and any person who retires from ABAG.

B. In the definition of ABAG Legacy Employees change the section reference from 5 to 6.

C. Add the word ‘Most’ to the beginning of section 6.1

D. Change section 6.7 to the following:

7. **ABAG RETIREES**

(a) ABAG will retain all liability for meeting its annual obligation for outstanding CalPERS pension obligations and retiree medical benefits, and will make meeting such obligations a budgetary priority.

(b) In the event of need, the first priority for use of excess revenues from ABAG’s new financial services joint powers authority will be to meet the obligations referenced in subsection (a).

(c) In the highly unlikely event that the ABAG dues and revenues described in subsection (b) are insufficient and ABAG is unable to meet the obligations referenced in subsection (a), MTC will use its best efforts and direct the CFO to assist ABAG in raising new revenues required to make these payments.

E. Renumber the sections that follow the new section 7.

Thank you for your consideration, and I hope the requested changes will be supported by the Executive Board and ultimately the Commission.

Sincerely

Revan

Revan Tranter
Executive Director Emeritus

April 19, 2017

Julie Pierce, President
Members, Executive Board
Association of Bay Area Governments
375 Beale Street, Suite 700
San Francisco, California 94105

Dear President Pierce and Members of the Executive Board:

I submit for your consideration the following proposed change to the Contract for Services between Metropolitan Transportation Commission and Association of Bay Area Governments:

6.7 Pension and Medical Benefits

- (a) ABAG will retain all liability for meeting its annual obligation for outstanding CalPERS pension obligations and retiree medical benefits, and will make meeting such obligations a its highest budgetary priority permitted by law.

Respectfully,

/s/ Henry Gardner
Executive Director *Emeritus*
Association of Bay Area Governments

Cc: Brad Paul, Acting Executive Director
Kenneth Moy, Legal Counsel
Courtney Ruby, Director, Finance and Administrative Services

TO: Hon. President Julie Pierce & Board Members of the ABAG Executive Board

FROM: ABAG Retirees:

Ademola, Lilian	Edgerton, Peggy	Kirking, Brian	Radovich, Fatmah
Adsit, Cheryl	Eeds, Dan	Krebs, Jennifer	Rapport, Ezra
Amoroso, Alex	EgterVanWissekerke, Debbi	Leong, Eugene	Raycraft, Gerald
Attaway, Stephen	Farina, Dayle	Lewis, Karen	Rutherford, Victoria
Barr, Eileen	Fassinger, Paul	Lin, Gloria	Ryder, Suzan
Binger, Gary	Gardner, Henry	Loss, Marci	Salsbury, Angela
Blair, Elizabeth	Germain, Sara	Maharaj, Vina	Scandone, Ceil
Brady, Raymond	Gumbs, Chanell	Mar, Betty	Shea, Lynn
Brockbank, Marcia	Harrington, Charlene	McBride, Janet	Thornton, Carol
Brown, Brenda	Hew, Marken	McCreadie, Sharon	Trigueros, Paula
Carey, Bruce	Hickman, Terrence	Munkres, Jason	Tse, Bryan
Cha, Kathleen	Hill, James	Nagal, Jim	Yang, Chin Ming
Chan, Joseph	Hilliard, Cathryn	Perkins, Jeanne	
Cox, Janet	Johnson, Carol	Perry, Patricia	
Duarte, Cecelia	Kelly, Judy A.	Pike, Herbert	

DATE: April 20, 2017

RE: Draft MTC-ABAG Contract for Services

We, the retirees of ABAG support Revan Tranter's request for changes (A to E) to the Contract for Services as stated below. We hope that both the ABAG Executive Board and the MTC Commission will consider and approve these changes to the Contract for Services.

Thank you.

REQUESTED CHANGES TO THE DRAFT MTC-ABAG CONTRACT FOR SERVICES

- A. Add the following to section 1:
'ABAG Retiree' means a current CalPERS annuitant who has retired from ABAG and any person who retires from ABAG.
- B. In the definition of ABAG Legacy Employees change the section reference from 5 to 6.
- C. Add the word 'Most' to the beginning of section 6.1
- D. Change section 6.7 to the following:

7. **ABAG RETIREES**

- (a) ABAG will retain all liability for meeting its annual obligation for outstanding CalPERS pension obligations and retiree medical benefits, and will make meeting such obligations a budgetary priority.

(b) In the event of need, the first priority for use of excess revenues from ABAG's new financial services joint powers authority will be to meet the obligations referenced in subsection (a).

(c) In the highly unlikely event that the ABAG dues and revenues described in subsection (b) are insufficient and ABAG is unable to meet the obligations referenced in subsection (a), MTC will use its best efforts and direct the CFO to assist ABAG in raising new revenues required to make these payments.

E. Renumber the sections that follow the new section 7.

/vm

To: ABAG Executive Board Members
From: ABAG SEIU 1021 Members

Requested Conditions of Approval for Contract for Services and Budget

At the March Executive Board meeting, we brought to your attention a number of unresolved issues related to our transition to MTC. Despite repeated attempts at good faith negotiation, we have not received favorable responses to what we believe are basic, reasonable requests consistent with the Worker Protection Principles adopted by the Executive Board as part of its approval of Merger Option 7 in June 2016. Given the urgency of the current situation, we request that the Executive Board take action to include the following conditions in its approval of Contract for Services and Budget:

1. To achieve parity, fairness, and equity:

- a. **Require that MTC offer ABAG employees positions at MTC that are equivalent classifications and step/grades and acknowledges each employee's years of service and performance at ABAG.** Based upon meetings with MTC/ABAG management, our understanding is that, with few exceptions, ABAG staff will receive job offers that are: a) either in an equivalent classification at MTC, but at the lowest grade/step within that classification regardless of grade/step at ABAG; or b) in a lower classification. Contrary to statements by other parties, ABAG promotions to higher classifications and to higher grades/steps within classifications are based upon merit and often not granted on an annual basis. MTC/ABAG management have presented to staff a "crosswalk" between ABAG and MTC classifications that can be used to create a simple, equitable solution for transitioning ABAG employees to MTC, however placement within this crosswalk in terms of classification and grades/steps must also consider and acknowledge an employee's years of service and performance at ABAG.
- b. **Require that all current ABAG Seniors (P4) be "grandfathered" as MTC Principals (IX) so that this criterion is equitably applied.** There are MTC employees currently classified as Seniors (IX) who do not manage any employees but are being "grandfathered" into the new MTC Classification as a Principal class (IX). There are several ABAG Senior class (P4) employees that are not being "grandfathered" in at the new MTC Principal class (IX) similar to the current MTC seniors in the same exact situation.
- c. **Require that the current ABAG Associate class (P3) be evaluated using the new MTC classification system for reclassification in the new MTC Senior class (VIIIb) by July 1, 2017, along with the current MTC Associates under the proposed Organizational Study.** As part of the MTC Organizational Study, the MTC Commission authorized evaluation of the current MTC Associate class (VIII) employees (73 employees total) for consideration into the newly created MTC Senior class (VIIIb), and to make any reclassifications as a result of the evaluation effective by July 1, 2017. Although CSR contends that ABAG Associate class (P3) members have already been evaluated through the Koff Report. It has been established, that the Koff Report used criteria that was biased against ABAG SEIU 1021 Represented staff. Additionally, the new classification (VIIIb) did not exist when Koff and Associates completed their work.

2. **To protect retirees: Require that ABAG or MTC honor ABAG's agreement with SEIU 1021 to provide lifetime medical coverage guarantee for retirees and legacy employees.**
ABAG legacy employees are currently guaranteed 100% Kaiser Rate medical coverage when they retire. MTC's retiree medical benefit does not provide this same guarantee. We consider this a significant loss of benefit for our legacy members. This issue can be resolved if MTC honors the guaranteed lifetime retiree medical coverage for legacy employees or adds this guarantee for all MTC employees.
3. **To ensure fair representation: Require that MTC voluntarily recognizes SEIU 1021 as the labor representative for ABAG employees moving into MTC.** The MTC Committee for Staff Representation (CSR) has argued against our requests for fair and equitable treatment, reinforcing the unwillingness of MTC/ABAG management to address the unresolved issues outlined in this memo. As a result, we do not have faith that we will be adequately represented by CSR and want to remain unionized with SEIU 1021.
4. **To protect employees and retirees: Provide that staff integration will not occur until all staff integration issues related to CalPERS are resolved.** Per the March 28, 2017, letter from CalPERS included in the agenda packet for staff integration, there are significant unanswered questions and unaddressed issues that relate to CalPERS. The repercussions of CalPERS's decision on staff integration could have dire and severe financial and life impacts on ABAG employees.
5. **To ensure implementation of the above conditions: Require that a report of compliance with these conditions be presented to the ABAG Executive Board at its May 18, 2017 meeting for approval by the Board.**

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Executive Board

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David Cortese, Supervisor, County of Santa Clara—*Immediate Past President*

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William Kissinger, Board Member, San Francisco Bay Regional Water Quality Control Board—
Advisory Member

Alternates

Jesse Arreguin, Mayor, City of Berkeley

Sylvia Arenas, Councilmember, City of San Jose

Laurel Arvanitidis, Industry Programs, Economic and Workforce Development, City and County of San Francisco

Mary-Lynne Bernald, Councilmember, City of Saratoga

Elizabeth Brekhus, Councilmember, City of Ross

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Damon Connolly, Supervisor, County of Marin

Diane Dillon, Supervisor, County of Napa

John Dunbar, Mayor, Town of Yountville

Nicole Elliott, Director of Legislative and Governmental Affairs, City and County of San Francisco

John Gioia, Supervisor, County of Contra Costa

Susan Gorin, Supervisor, County of Sonoma

Dan Kalb, Councilmember, City of Oakland

Johnny Khamis, Councilmember, City of San Jose

Tam Nguyen, Councilmember, City of San Jose

AnMarie Rodgers, Senior Policy Advisor, Planning, City and County of San Francisco

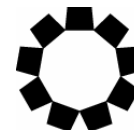
Carlos Romero, Councilmember, City of East Palo Alto

Pedro (Pete) Sanchez, Mayor, City of Suisun City
Joseph Simitian, Supervisor, County of Santa Clara
Roy Swearingen, Mayor, City of Pinole
Richard Valle, Supervisor, County of Alameda
Mike Wasserman, Supervisor, County of Santa Clara

Terry Young, Chair, San Francisco Bay Regional Water Quality Control Board—*Advisory Member*

3/9/17

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MEETING SCHEDULE 2017

Approved by the Executive Board: November 17, 2016

For meeting date and time and location, see meeting notice, agenda and attachments available at <http://www.abag.ca.gov/>

For information, contact Fred Castro, Clerk of the Board, at (415) 820 7913.

General Assembly

Date: Monday, January 30
10:00 a.m. to 3:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,
San Francisco

General Assembly and Business Meeting

Date: Thursday, May 11
Time: 10:00 a.m. to 3:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,
San Francisco

Executive Board

Dates: Thursday, January 19
Thursday, February 16
Thursday, March 16
Thursday, May 18
Thursday, July 20
Thursday, September 21
Thursday, November 16

Time: 7:00 p.m. to 10:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

Legislation and Governmental Organization Committee

Dates: *See Executive Board Schedule*

Time: 3:30 p.m. to 5:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

Finance and Personnel Committee

Dates: *See Executive Board Schedule*

Time: 5:00 p.m. to 6:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Board Room, San Francisco

Administrative Committee

Dates: *Special meetings scheduled as needed.*

Regional Planning Committee

Dates: Wednesday, February 1
Wednesday, April 5
Wednesday, June 7
Wednesday, August 2
Wednesday, October 4
Wednesday, December 6

Time: 12:00 p.m. to 3:00 p.m.

Location: Bay Area Metro Center, 375 Beale Street, Yerba Buena Conference Room,
San Francisco

Contact: Wally Charles, Administrative Secretary, Planning, (415) 820 7993,
wallyc@abag.ca.gov