

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Contra Costa County – Oakley – Pittsburg

A JOINT EXERCISE OF POWERS AGENCY

255 Glacier Drive, Martinez, CA 94553

**AGENDA
Board of Directors**

**Thursday, June 8, 2023
6:30 p.m.**

**Tri-Delta Transit Meeting Room
801 Wilbur Avenue
Antioch, California**

This is an in-person meeting of the Board of Directors with the option for members of the public to appear in person or to participate via Zoom teleconference. Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in or log in to the meeting via Zoom.

To participate by phone, dial +1 669 900 6833 US.

The meeting ID is 922 4371 6933` Passcode: 051006

To participate online using Zoom, hold down CTRL + click the following:

[Join Zoom Meeting Here](#)

Meeting ID: 922 4371 6933 (Passcode: 051006)

Public comments will generally be limited to two minutes. The Board Chair may reduce the amount of time allotted for each public comment at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated. A break may be called at the discretion of the Board Chair. At the discretion of the Board Chair, agenda items may be considered out of order.

To obtain a copy of a staff report or other written materials related to an open session item on the agenda, please contact Nancy Wein, at the Contra Costa County Public Works Department, by phone at (925) 313-2275, or by email to Nancy.Wein@pw.cccounty.us.

Board of Directors:

Diane Burgis, Contra Costa County – Chair
Lamar Thorpe, City of Antioch – Vice Chair
Joel Bryant, City of Brentwood
Aaron Meadows, City of Oakley
Shanelle Scales-Preston, City of Pittsburg

Authority Staff Office:

Contra Costa County
255 Glacier Drive
Martinez, CA 94553
(925) 313-2000

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Contra Costa County – Oakley – Pittsburg

A JOINT EXERCISE OF POWERS AGENCY

255 Glacier Drive, Martinez, CA 94553

**Agenda
June 8, 2023**

1. Call to Order
2. Public Comment
3. Consent Items

A. APPROVE minutes of the February 15, 2023 and February 20, 2023 meetings, (March, April and May 2023 meetings cancelled)

B. APPROVE Fiscal Year 2022/23 End of Year Budget.

C. APPROVE Fiscal Year 2023/24 Budget.

D. Cooperative Agreement and Appropriation Resolution for Sand Creek Road Extension Project: Staff recommends the Board take the following actions:

1. **APPROVE** the Cooperative Agreement with the City of Brentwood related to collaborative development of transportation improvements for the Sand Creek Road Extension Project and **AUTHORIZE** the Secretary or designee to execute the Cooperative Agreement on behalf of the Authority substantially in the form attached to this staff report inclusive of any non-substantive changes negotiated by the Secretary or designee; and
2. **APPROVE** Appropriation Resolution No. 23/01 appropriating \$4,105,641 for the City of Brentwood to complete the environmental, design and construction phases of the Project and **AUTHORIZE** the Secretary or designee to execute the Appropriation Resolution No. 23 / 01 on behalf of the Authority.

E. APPROVE an amendment to the Consulting Services Agreement between the Authority and Fehr and Peers, to increase the payment limit by \$25,000, from \$265,500, to a new payment limit of \$290,500, and to extend the termination date from June 30, 2023, to a new termination date of June 30, 2024, to prepare the nexus study and provide technical support (no attachment).

Board of Directors:

Diane Burgis, Contra Costa County – Chair
Lamar Thorpe, City of Antioch – Vice Chair
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Aaron Meadows, City of Oakley
Shanelle Scales-Preston, City of Pittsburg

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**EAST CONTRA COSTA
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A JOINT EXERCISE OF POWERS AGENCY

255 Glacier Drive, Martinez, CA 94553

F. APPROVE an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$200,304 to a new payment limit of \$2,060,703, and to extend the termination date from June 30, 2023, to a new termination date of June 30, 2024, for continued Program Manager services, and **AUTHORIZE** the Secretary, or designee, to execute the amendment on behalf of the Authority.

G. APPROVE Amendment to agreement with Anita Tucci-Smith. – Minute Taking Services for the Authority, to extend the termination date from June 30, 2023, to a new termination date of June 30, 2024, with no change in payment limit (no attachment).

4. Determination
5. Boardmember Comments
6. Adjournment

The Authority will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Staff at least 24 hours before the meeting, at (925) 595-4587. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the East Contra Costa Regional Fee and Finance Authority to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection at the meeting location and at 255 Glacier Drive, Martinez, CA during normal business hours. To obtain a copy of any such materials by email after the meeting, please contact Nancy Wein at Nancy.Wein@pw.cccounty.us.

Board of Directors:

Diane Burgis, Contra Costa County – Chair
Lamar Thorpe, City of Antioch – Vice Chair
Joel Bryant, City of Brentwood
Aaron Meadows, City of Oakley
Shanelle Scales-Preston, City of Pittsburg

Authority Staff Office:

Contra Costa County
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**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY
Antioch - Brentwood - Oakley - Pittsburg and Contra Costa County**

JOINT EXERCISE OF POWERS AGENCY

February 15, 2023

To slow the spread of COVID-19, in lieu of a public gathering, the EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) Board of Directors meeting was accessible via Zoom to all members of the public as permitted by Government Code Section 54953(e). Members of the public were permitted to participate in the meeting online, or by telephone, and in lieu of making public comments at the meeting, members of the public could submit public comments before or during the meeting through dodennis@thecyberjungle.com.

The special meeting was called to order by Chair Burgis at 12:18 P.M.

ROLL CALL

PRESENT: Joel Bryant (Brentwood), Aaron Meadows (Oakley), Shanelle Scales-Preston (Pittsburg), and Chair Diane Burgis (Contra Costa County)

ABSENT: Lamar Thorpe (Antioch)

STAFF: Dale Dennis, Program Manager
Stephen Siptroth, Deputy County Counsel

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

DETERMINATION

- A. **Sand Creek Extension Project**: The Board was asked to consider the following:
- FIND that, due to unexpected cost increases in the James Donlon Extension Project ("JDE Project") and due to construction of the Sand Creek Road Extension Project ("SCE Project") currently proceeding, there are extenuating circumstances regarding regional priorities, and there are difficulties implementing the JDE Project as a Third Priority project.
 - APPROVE reprioritizing the Sand Creek Road Extension Project as the Third Priority project in the ECCRFFA fee program and APPROVE changing the JDE Project to the Fourth Priority in the ECCRFFA fee program.

Since there was not a full Board of Directors present at this time and a full Board was required to consider the Sand Creek Extension Project, Deputy County Counsel Stephen Siptroth advised that the Chair could call for a break to await the potential arrival of Director Thorpe, another special meeting could be scheduled, or the Board could wait until the next regular meeting on March 9, 2023 to consider the item.

Director Bryant asked about Director Thorpe's alternate to see if the meeting could somehow proceed at this time.

PUBLIC COMMENTS

DAVE SANSON, DeNova Homes, requested that alternate times be considered for another special meeting.

BRUCE OHLSON, reported that he had recently ridden to Sand Creek Road to visit the segment that had been built between Dozier-Libbey Medical High School and Heidorn Ranch Road. He reported that the developer had done a beautiful job, it had been beautifully landscaped, and the road should be paid for.

With no response from the multiple efforts to contact Director Thorpe, the Board discussed potential dates for another special meeting. Monday, February 20, 2023, had tentatively been identified as a special meeting date, to be confirmed with Director Thorpe in the knowledge that the 20th was a holiday and another meeting date might be required.

The Board directed staff to identify the alternates for each member of the Board to ensure a quorum at the next meeting and to bring the item back at that time.

No action was taken due to the lack of a full Board of Directors present at the meeting.

CONSENT ITEM

A. APPROVE minutes of the February 9, 2023 Board of Directors meeting.

On motion by Director Bryant, seconded by Director Meadows, the Authority APPROVED the minutes of the February 9, 2023 Board of Directors meeting, as submitted. The motion carried by the following Roll Call vote:

AYES: Bryant, Meadows, Scales-Preston, Burgis
NOES: None
ABSTAIN: None
ABSENT: Thorpe

BOARDMEMBER COMMENTS

There were no comments.

ADJOURNMENT

Chair Burgis adjourned the meeting at 12:33 P.M. to the special meeting tentatively set for Monday, February 20, 2023, time to be determined, or other date deemed appropriate by the Board, and thereafter to the next scheduled meeting on Thursday, March 9, 2023, at 6:30 P.M. or other date/time deemed appropriate by the Board.

Respectfully submitted,

Anita L. Tucci-Smith
Minutes Clerk

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY
Antioch - Brentwood - Oakley - Pittsburg and Contra Costa County**

JOINT EXERCISE OF POWERS AGENCY

February 20, 2023

To slow the spread of COVID-19, in lieu of a public gathering, the EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) Board of Directors meeting was accessible via Zoom to all members of the public as permitted by Government Code Section 54953(e). Members of the public were permitted to participate in the meeting online, or by telephone, and in lieu of making public comments at the meeting, members of the public could submit public comments before or during the meeting through dodennis@theycyberjungle.com.

The special meeting was called to order by Vice Chair Thorpe at 12:17 P.M.

ROLL CALL

PRESENT: Joel Bryant (Brentwood), Aaron Meadows (Oakley), Shanelle Scales-Preston* (Pittsburg), and Vice Chair Lamar Thorpe (Antioch)
*(Arrived at 12:23 P.M.)

ABSENT: Chair Diane Burgis (Contra Costa County) (Arrived at 2:00 P.M.)

STAFF: Dale Dennis, Program Manager
Stephen Siptroth, Deputy County Counsel

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

DAVE SANSON, DeNova Homes, reported he had joined Program Manager Dale Dennis, other staff members, and representatives from the City of Pittsburg and Discovery Builders on a call to discuss the out of control costs for the James Donlon Extension Project ("JDE Project") and was curious as to the nature of the mitigation if that road needed to be installed for other cities besides Pittsburg.

Mr. Dennis explained that the JDE part of the ECCRFFA program serving the City of Pittsburg and all other cities in East County would handle traffic for a number of cities and was one of the original ECCRFFA projects identified in 1994.

DETERMINATION

Vice Chair Thorpe opened public comment on the Determination Item to allow a more thorough discussion of the JDE as part of the Determination Item.

In response to Mr. Sanson as to the cost of the JDE, Mr. Dennis stated that Pittsburg staff had indicated the increased estimated cost was due to environmental mitigation. ECCRFFA staff continued to work with Pittsburg to see if costs could be reduced. Mr. Dennis confirmed that he, Mr. Sanson, Pittsburg staff and Discovery Builders had attended a meeting last week. The City of Pittsburg would assess the environmental mitigation to see what could be reduced with the goal of reducing the cost to the previous \$100 million estimate.

Director Scales-Preston reported that she had spoken to the Pittsburg City Manager last week who would discuss the cost with the City Council in closed session on February 21, 2023.

Since there was not a full Board of Directors present at this time and a full Board was required to consider reprioritizing the Sand Creek Extension Project ("SCE Project"), Deputy County Counsel Stephen Siptroth advised Vice Chair Thorpe that he could call a recess in the meeting until a time certain.

At 12:27 P.M., Vice Chair Thorpe recessed the ECCRFFA meeting until 2:00 P.M. A notice for the public was displayed.

At 2:00 P.M., Chair Burgis reconvened the meeting with all Directors present.

No written comments were submitted, or oral comments made, by any member of the public. The Directors also did not have any further comments.

A. **Sand Creek Extension Project**: The Board was asked to consider the following:

- FIND that, due to unexpected cost increases in the James Donlon Extension Project ("JDE Project") and due to construction of the Sand Creek Road Extension Project ("SCE Project") currently proceeding, there are extenuating circumstances regarding regional priorities, and there are difficulties implementing the JDE Project as a Third Priority project.
- APPROVE reprioritizing the Sand Creek Road Extension Project as the Third Priority project in the ECCRFFA fee program and APPROVE changing the JDE Project to the Fourth Priority in the ECCRFFA fee program.

Mr. Dennis explained that the staff report had been presented at previous meetings.

On motion by Director Meadows, seconded by Director Bryant, the Authority FOUND that, due to unexpected cost increases in the James Donlon Extension Project ("JDE Project") and due to construction of the Sand Creek Road Extension Project ("SCE Project") currently proceeding, there are extenuating circumstances regarding regional priorities, and there are difficulties implementing the JDE Project as a Third Priority project, and APPROVED reprioritizing the Sand Creek Road Extension Project as the Third Priority project in the

ECCRFFA fee program and APPROVED changing the JDE Project to the Fourth Priority in the ECCRFFA fee program. The motion carried by the following unanimous Roll Call vote with all Boardmembers present:

AYES: Bryant, Meadows, Scales-Preston, Thorpe, Burgis
NOES: None
ABSTAIN: None
ABSENT: None

CONSENT ITEMS

There were no consent items.

BOARDMEMBER COMMENTS

There were no Boardmember comments.

Mr. Sanson thanked everyone for their time and effort to reprioritize the Sand Creek Road Extension Project as the Third Priority project in the ECCRFFA fee program.

ADJOURNMENT

Chair Burgis adjourned the meeting at 2:05 P.M. to the next scheduled meeting on Thursday, March 9, 2023, at 6:30 P.M. or other date/time deemed appropriate by the Board.

Respectfully submitted,

Anita L. Tucci-Smith
Minutes Clerk

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

DATE: June 8, 2023

TO: Board of Directors

FROM: Dale Dennis, Program Manager



SUBJECT: End of Year FY 2022/23 Work Plan and Budget

Recommendation: **APPROVE** the End of Year FY 2022/23 Work Plan and Budget.

Discussion:

Staff recommends the Board approve the attached FY2022/23 Work Plan and Budget.

DD:nw

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ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ___ **OTHER**___

VOTE OF DIRECTORS

_____ UNANIMOUS (ABSENT _____)

AYES: _____ **NOES:** _____

ABSENT: _____ **ABSTAIN:** _____

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED _____

Secretary to the Authority

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

EOY Fiscal Year
Budget

WORK PLAN AND BUDGET FOR FISCAL YEAR 2022/23

Summary of Estimated Revenue

TOTAL Available Funds at beginning of fiscal year		\$ 94,055,000
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Estimated Revenue	Projected Revenues	
Regional Transportation Fees	20,000,000	
Interest	10,000	
Subtotal	\$	20,010,000

TOTAL ESTIMATED FUNDS AVAILABLE THROUGH 6/30/23	\$ 114,065,000
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Summary of Estimated Expenditures

	Estimated Expenses
1 ECCRFFA General	270,000
Subtotal	\$ 270,000
2 State Route 4 Bypass Program	
A. General	180,000
B. Segment 1	0
C. Segment 2	500,000
D. Segment 3	200,000
Subtotal	\$ 880,000
TOTAL	\$ 1,150,000

TOTAL ESTIMATED EXPENDITURES THROUGH 6/30/23	\$ 1,150,000
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TOTAL ESTIMATED REVENUES LESS EXPENDITURES	\$ 112,915,000
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EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY WORK PLAN AND BUDGET FOR FISCAL YEAR 2022/23

ECCRFFA Program - General Program No. 60730			
WORK ORDER	ITEM	Item Description	End of Year FY Budget
4085	Administration	Management of ECCRFFA program, including audit report .	200,000
4103	Strategic Planning	Preparation of planning document(s) using a combination of staff and consultant effort.	50,000
—	James Donlan Extension	Fund a portion of the James Donlan Extension Project	20,000
4498	eBART extension to Hillcrest Ave	Fund a portion of the construction of the e-BART extension to Hillcrest Avenue.	-
ECCRFFA Program No. 60730 - General Subtotal			\$ 270,000

State Route 4 Bypass - General Program No. 60725			
WORK ORDER	ITEM		End of Year FY Budget
4409	Project Management / Admin.	Management of SR4BP Program. (Staff time, including audit, accounting, county counsel and administrative support)	100,000
4410	Risk Management	Maintain a risk management program. Budget includes payment of policy insurance premium for the SR4BPA for \$10M of coverage.	20,000
4414	SR4 Transfer and R/W Activities	ROW staff and consultants will continue working with Caltrans on the completion and submittal of records and documents for the transfer of Bypass to Caltrans, complete and record of Survey and other R/W activities.	30,000
4444	Property Management & Maintenance	Property management activities related to SR4BPA parcels not transferred to Caltrans. Includes property at SW quadrant of Sand Creek IC area and others. Includes maintenance activities on an as-needed basis , including - debris removal, fence repair, and weed abatement. Also, ongoing DTSC review costs for former gun club property.	30,000
State Route 4 Bypass Program No. 60725 - General Subtotal			\$ 180,000

End of Year
Budget

**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY
WORK PLAN AND BUDGET FOR FISCAL YEAR 2022/23**

State Route 4 Bypass: Segment 2 Program No. 60434			End of Year FY Budget
WORK ORDER	ITEM		End of Year FY Budget
4499	Mokelumne Pedestrian and Bicycle Overcrossing	Right of way /Construction Mokelumne Pedestrian and Bicycle Overcrossing of SR4	500,000
State Route 4 Bypass: Segment 2 - Program No. 60435 Subtotal			\$ 500,000

State Route 4 Bypass: Segment 3 Program No. 60436			End of Year FY Budget
WORK ORDER	ITEM		End of Year FY Budget
4425, 4497	Balfour Road Design and Utility Relocation	CCTA is responsible for project for design, utility relocation and construction activities. SR4BA is responsible for R/W acquisition. Any ROW activities related to CCWD, will be reimbursed by CCWD.	200,000
State Route 4 Bypass: Segment 3 - Program No. 60436 Subtotal			\$ 200,000

TOTAL EXPENDITURES			\$ 1,150,000
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**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

DATE: June 8, 2023

TO: Board of Directors

FROM: Dale Dennis, Program Manager 

SUBJECT: FY 2023/24 Work plan and Budget

Recommendation: **APPROVE** the FY2023/24 Work Plan and Budget.

Discussion:

Staff recommends that the Board approve the attached FY 2023/24 Work Plan and Budget. The primary focus for ECCRFFA in FY 2023/24 will be the delivery of the following projects:

- Balfour Road Interchange Project – Closeout and R/W Transfer
- Mokelumne Bicycle/Pedestrian Overcrossing Project – Construction and Closeout
- James Donlon Extension Project

ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ___ **OTHER** ___

VOTE OF DIRECTORS

_____ **UNANIMOUS (ABSENT** _____)

AYES: _____ **NOES:** _____

ABSENT: _____ **ABSTAIN:** _____

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED _____
Secretary to the Authority

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

Fiscal Year Budget

WORK PLAN AND BUDGET FOR FISCAL YEAR 2023/24

Summary of Estimated Revenue

TOTAL Available Funds at beginning of fiscal year		\$ 114,065,000
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Estimated Revenue	Projected Revenues	
Regional Transportation Fees	18,000,000	
Interest	10,000	
Subtotal	\$ 18,010,000	

TOTAL ESTIMATED FUNDS AVAILABLE THROUGH 6/30/24	\$ 132,075,000
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Summary of Estimated Expenditures

	Estimated Expenses
1 ECCRFFA General	320,000
Subtotal	\$ 320,000
2 State Route 4 Bypass Program	
A. General	160,000
B. Segment 1	0
C. Segment 2	50,000
D. Segment 3	100,000
Subtotal	\$ 310,000
TOTAL	\$ 630,000

TOTAL ESTIMATED EXPENDITURES THROUGH 6/30/24	\$ 630,000
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TOTAL ESTIMATED REVENUES LESS EXPENDITURES	\$ 131,445,000
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EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY WORK PLAN AND BUDGET FOR FISCAL YEAR 2023/24

ECCRFFA Program - General Program No. 60730			
WORK ORDER	ITEM	Item Description	FY Budget
4085	Administration	Management of ECCRFFA program, including audit report .	200,000
4103	Strategic Planning	Preparation of planning document(s) using a combination of staff and consultant effort.	100,000
—	James Donlan Extension	Fund a portion of the James Donlan Extension Project	20,000
ECCRFFA Program No. 60730 - General Subtotal			\$ 320,000

State Route 4 Bypass - General Program No. 60725			
WORK ORDER	ITEM	Item Description	FY Budget
4409	Project Management / Admin.	Management of SR4BP Program. (Staff time, including audit, accounting, county counsel and administrative support)	80,000
4410	Risk Management	Maintain a risk management program. Budget includes payment of policy insurance premium for the SR4BPA for \$10M of coverage.	20,000
4414	SR4 Transfer and R/W Activities	ROW staff and consultants will continue working with Caltrans on the completion and submittal of records and documents for the transfer of Bypass to Caltrans, complete and record of Survey and and other R/W activities.	30,000
4444	Property Management & Maintenance	Property management activities related to SR4BPA parcels not transferred to Caltrans. Includes property at SW quadrant of Sand Creek IC area and others. Includes maintenance activities on an as-needed basis , including - debris removal, fence repair, and weed abatement. Also, ongoing DTSC review costs for former gun club property.	30,000
State Route 4 Bypass Program No. 60725 - General Subtotal			\$ 160,000

**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY
WORK PLAN AND BUDGET FOR FISCAL YEAR 2023/24**


State Route 4 Bypass: Segment 2 Program No. 60434			
WORK ORDER	ITEM		FY Budget
4499	Mokelumne Pedestrian and Bicycle Overcrossing	Right of way / Construction Mokelumne Pedestrian and Bicycle Overcrossing of SR4	50,000
State Route 4 Bypass: Segment 2 - Program No. 60435 Subtotal			\$ 50,000

State Route 4 Bypass: Segment 3 Program No. 60436			
WORK ORDER	ITEM		FY Budget
4425, 4497	Balfour Road Design and Utility Relocation	CCTA is responsible for project for design, utility relocation and construction activities. SR4BA is responsible for R/W acquisition. Any ROW activities related to CCWD, will be reimbursed by CCWD.	100,000
State Route 4 Bypass: Segment 3 - Program No. 60436 Subtotal			\$ 100,000

TOTAL EXPENDITURES			\$ 630,000
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**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

DATE: June 8, 2023

TO: Board of Directors
FROM: Dale Dennis, Program Manager 
SUBJECT: Approve Cooperative Agreement with the City of Brentwood and Appropriation Resolution No. 23/01 for the Sand Creek Road Extension Project

Recommendation: Staff recommends the Board take the following:

1. **APPROVE** the Cooperative Agreement with the City of Brentwood related to collaborative development of transportation improvements for the Sand Creek Road Extension Project and **AUTHORIZE** the Secretary or designee to execute the Cooperative Agreement on behalf of the Authority substantially in the form attached to this staff report inclusive of any non-substantive changes negotiated by the Secretary or designee; and
2. **ADOPT** Appropriation Resolution No. 23/01 appropriating \$4,105,641 for the City of Brentwood to complete the environmental, design and construction phases of the Project.

Discussion:

The City of Brentwood has submitted a request for appropriation of funds (Attachment A) for the portion of the Sand Creek Road Extension Project within the Brentwood City Limits (Project). The Project will extend Sand Creek Road from SR4 to Deer Valley Road. The City is the sponsor and is managing the environmental, design and construction phases of the Project.

ECCRFFA approved the September 2020 East Contra Costa County Regional Fee Program Update in October 2020, which includes a nexus study for the Project. The Project nexus study determined that ECCRFFA RTDIM fee revenues can be used to fund a certain percentage of each segment of the Project. The percentage varies by segment but represents approximately 31% of the overall cost of the project.

The Project will receive ECCRFFA funding, in accordance with the fourth amendment to the ECCRFFA JEP A, dated February 16, 2021 ("FOURTH JEP A AMENDMENT"). The ECCRFFA Strategic Plan, approved on July 14, 2022, ("STRATEGIC PLAN") commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: Project-

ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ___ OTHER ___

VOTE OF DIRECTORS

_____ UNANIMOUS (ABSENT _____)

AYES: _____ NOES: _____

ABSENT: _____ ABSTAIN: _____

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED _____
Secretary to the Authority

related consultant/contractor costs related to environmental, design, construction management and construction (together, the “ELIGIBLE PROJECT COSTS”). The ECCRFFA Board of Directors’ action on February 20, 2023, made the Sand Creek Road Extension Project the Third Priority project for funding under the JEPA, as amended. The Strategic Plan (Attachment B) shows up to \$12.5 million in ECCRFFA funding for the Project. The attached Cooperative Agreement between ECCRFFA and the City of Brentwood (Attachment C), defines the specific process in which the City of Brentwood may request and obtain ECCRFFA funding. Individual funding appropriations will be approved by the Board by a funding appropriation resolution that will identify the amount, purpose, timing (or expected timing) and scope of the appropriation.

Appropriation Resolution No. 23/01 (Attachment D) will appropriate up to \$4,105,641 for the Project for the City. Appropriation Resolution No. 23/01, includes, and other appropriation resolutions will include, a condition to ensure ECCRFFA’s obligations are expressly subject to the availability of ECCRFFA funding, taking into consideration all of ECCRFFA’s obligations, including outstanding contracts and agreements. Staff recommends the Board approve the attached Cooperative Agreement and adopt the attached Appropriation Resolution No. 23/01.

Attachment A

City of Brentwood Appropriation Request for the Sand Creek Road Extension Project



May 31, 2023

Mr. Dale Dennis
East Contra Costa Regional Fee and Financing Authority
255 Glacier Drive
Martinez, CA 94553-4825
dodennis@theycyberjungle.com - sent via email

Re: Authorization and Allocation for Sand Creek Road Extension, CIP Project No. 336-31700

Dear Mr. Dennis:

The City of Brentwood is requesting that the Authority allocate funds and authorize reimbursement of \$4,105,641 for Phase I of the Sand Creek Road Extension project ("Project").

Enclosed is the Work Plan for the Project. If you have any questions or need additional information, please contact Meghan Oliveira at (925) 516-5171 or by email at moliveira@brentwoodca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jigar Shah'.

Jigar Shah
Engineering Manager

rp
Enclosure: Work Plan

WORK PLAN

PROJECT SUMMARY

Project Name and General Description

Sand Creek Road Extension, CIP Project No. 336-31700

The Sand Creek Roadway Extension Project (project) is identified in the City of Brentwood's (City) Strategic Plan for FY 2022/23 – FY 2023/24. The project includes approximately 2,300 linear feet extension of Sand Creek Road from its existing terminus west of SR 4, over Sand Creek to Heidorn Ranch Road. The project consists of two phases, the proposed project (Phase I) and future Phase II. Phase I includes one 12-foot travel lane in each direction, 16-ft median, street lights, a 130-foot long pre-cast bridge with abutments over Sand Creek, and associated utilities. Phase II would build out Sand Creek Road to its final configuration to add two additional 12-foot travel lanes for a total of four (two in each direction), landscaping, buffered bike lanes, and sidewalk on both sides.

The project will improve east-west connectivity and accommodate some of the travel demand that would otherwise use Lone Tree Way and Balfour Road. The project will provide improved access to regional medical and emergency services for residents and Sand Creek Road is specifically identified in the City's General Plan to improve the City's road network to facilitate the efficient movement of people and goods. It will also provide a path of travel to future developments identified within the Innovation Center @ Brentwood (formerly Priority Area -1 or PA-1) Specific Plan area.

The City of Brentwood is the lead agency on this project.

Project Phase I Description

Phase I of the project consists of purchasing approximate 7 acres of land from a private developer for construction of the Sand Creek Road. The City will construct a two-lane roadway, four-lane Bridge, underground utilities, re-striping near State Route 4/Sand Creek Road intersection and connecting with Heidorn Ranch Road/Sand Creek Road intersection in the City of Antioch.

The design work includes soil and field investigations, right of way/easements required for construction, development of plans, specifications, and estimates, utility coordination, environmental permit coordination, Caltrans permit coordination, and bridge design.

Phase I design was completed in January 2023. Phase II of the project will be designed and constructed by either the City or future development of parcels adjacent to Sand Creek Road.

Work Completed

In January 2022, the City contracted with BKF Engineers for design and environmental services for the project.

In August 2022, BKF Engineers' subconsultant, Raney Planning and Management, analyzed the environmental impacts of the project in accordance with CEQA. Mitigation measures have been identified to reduce all potentially significant impacts to less than significant levels, and are addressed with the Initial Study and Mitigated Negative Declaration.

In November 2022, by Resolution No. 2022-147, City Council adopted the Mitigated Negative Declaration for the project.

In January 2023, BKF Engineers completed the design and the Phase I was advertised for construction.

Construction Phase

The project bid opening occurred on February 23rd, 2023. The project bid including the Contingency and Change Order No. 1 for accepting bid alternates 1 to 4 will be awarded to Goodfellow Sequoia A JV in the amount of \$9,632,681.30. The project construction schedule is anticipated to begin in August 2023, and end in May 2024.

The City will provide the construction management services for Sand Creek Road Extension project. The City has acquired BKF Engineers' and Biggs Cardosa and Associates (BCA) to complete Engineering Services During Construction for \$312,620 including contingency. The City will acquire BSK Associates (BSK) to perform special inspection and material testing services for \$176,685.58 including contingency. The scope of work prepared by BKF Engineers, BCA and BSK are included in the proposal, attached as Exhibit "A."

Funding Request Summary

The City of Brentwood is requesting the Authority to allocate funds and authorize reimbursement for the regional share of the project in an amount of \$4,105,641 for the project. The Engineer's Estimate for Phase I is \$12.8 Million.

Project Costs and Funding Summary

The funding request to ECCRFFA includes cost for environmental, design, construction, and construction management services. Funding will be provided through the City's Roadway Development Impact Fees and ECCRFFA.

Project costs are shown in the table below.

PROJECT EXPENDITURES		TOTAL
70239	Legal	\$ 30,000
90040	Planning and Design	\$ 913,000
90050	Construction	\$ 10,791,968
90070	Project Administration	\$ 1,065,000
90100	Land/ROW/Acquisitions	\$ 32
TOTAL		\$ 12,800,000
PROJECT FUNDING		TOTAL
47251	Development Impact Fees	\$ 8,694,359
	ECCRFFA	\$ 4,105,641
TOTAL		\$ 12,800,000

Project Schedule

Project schedule is shown below.

Item Description	Anticipated Schedule
Bid Opening	February 2023
Council Award	June 2023
Begin Construction	August 2023
Construction Completion	May 2024

JULY 2022 ECCRFFA STRATEGIC PLAN and CCTA MEASURE J FUNDING PLAN

\$ thousands

Year of Expenditure (YOE) Dollars

APPROVED 07/14/2022

Proj #	REVENUE	Prior Years					Thru		TOTAL
		FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2026/27	FY 2029/30	
	ECCRFFA Fees Less Admin Costs (Revenue Projections based on actual revenues in FY2017/18 plus annual escalation of 2%)	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$75,000	
	Measure J Revenues (East County Share)	\$56,666	\$0	\$0	\$0	\$0	\$0	\$0	\$56,666
	EXPENDITURES (BY MEASURE J CATEGORY)								
1	BART - East Contra Costa Rail Extension	\$34,250	\$750	\$0	\$0	\$0	\$0	\$0	\$35,000
2	eBART - Extension to Hillcrest Avenue	\$2,900	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900
3	eBART - Railroad Avenue Station	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
	eBART - Extension Beyond Hillcrest Avenue	\$37,150	\$3,750	\$0	\$0	\$0	\$0	\$0	\$40,900
	Subtotal	\$450	\$0	\$0	\$0	\$0	\$0	\$0	\$450
4	East County Corridors - Vasco Rd, SR4 Bypass, Byron Highway, Non Freeway SR4	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
	Sand Creek Rd I/C	\$25,500	\$3,200	\$0	\$0	\$0	\$0	\$0	\$28,700
4	Sand Creek Rd I/C	\$46,000	\$0	\$0	\$0	\$0	\$0	\$0	\$46,000
5	Balfour Rd I/C - See Note 1)	\$3,350	\$0	\$0	\$0	\$0	\$0	\$0	\$3,350
5	Balfour Rd I/C - See Note 1)	\$3,670	\$0	\$0	\$0	\$0	\$0	\$0	\$3,670
7	Reimburse County Prop 1B	\$4,100	\$0	\$0	\$0	\$0	\$0	\$0	\$4,100
8	John Muir Parkway (SR4 Bypass Related)	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
9	Cost of Relinquishment Payments	\$90,970	\$3,200	\$0	\$0	\$0	\$0	\$0	\$94,170
12	Vasco Rd Safety Improvements (Alameda County)	\$1,976	\$0	\$0	\$0	\$0	\$0	\$0	\$1,976
	Subtotal	\$1,976	\$0	\$0	\$0	\$0	\$0	\$0	\$1,976
14	Bart Parking, Access and Other Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Bart Parking, Access and Other Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	Major Streets, Traffic Flow and Safety Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	James Donlon Extension	\$5,300	\$44,167	\$17,358	\$4,004	\$0	\$0	\$0	\$70,829
16	James Donlon Extension - See Note 2	\$0	\$12,500	\$0	\$0	\$0	\$0	\$0	\$12,500
17	Sand Creek Extension Project	\$5,300	\$56,667	\$17,358	\$4,004	\$0	\$0	\$0	\$83,329
	Subtotal	\$13,950	\$550	\$0	\$0	\$0	\$0	\$0	\$14,500
18	Transportation for Livable Communities	\$13,950	\$550	\$0	\$0	\$0	\$0	\$0	\$14,500
	Mokelumne Trail Bicycle/Pedestrian Overcrossing	\$502	\$0	\$0	\$0	\$0	\$0	\$0	\$502
	Subtotal	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$200
20	Sub-Regional Transportation Needs	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$88
	East County Infrastructure/Goods Movement Study	\$790	\$0	\$0	\$0	\$0	\$0	\$0	\$790
21	ICM	\$150,136	\$64,167	\$17,358	\$4,004	\$0	\$0	\$0	\$235,665
22	Main Street Downtown Improvements (Oakley)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal	\$150,136	\$64,167	\$17,358	\$4,004	\$0	\$0	\$0	\$235,665
	TOTAL ALL PROJECTS								
	ANNUAL ECCRFFA SHORTFALL (-) / SURPLUS (+)								
	CUMULATIVE ECCRFFA SHORTFALL (-) / SURPLUS (+)	\$90,066	\$50,889	\$58,551	\$79,527	\$104,527	\$129,527	\$125,889	\$0
	ANNUAL MEASURE J SHORTFALL (-) / SURPLUS (+)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	CUMULATIVE MEASURE J SHORTFALL (-) / SURPLUS (+)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

1) ECCRFFA is committed to funding 68% of the regional component of the James Donlon Extension (JDE) project up to \$70,829M.

Cooperative Agreement between ECCRFFA and City of Brentwood

**COOPERATIVE AGREEMENT No. 27-23
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF BRENTWOOD**

*Relative to:
Sand Creek Road Extension Project*

This Cooperative Agreement ("AGREEMENT") is entered into as of _____, 2023 ("EFFECTIVE DATE"), by and between the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"), a joint exercise of powers agency organized as a separate entity by the cities of Antioch, Brentwood, Oakley, and Pittsburg and the County of Contra Costa, and the City of Brentwood ("CITY"), a municipal corporation (ECCRFFA and the CITY are sometimes collectively referred to as the "PARTIES," and each as a "PARTY").

RECITALS

- A. ECCRFFA and the CITY desire to enter into this AGREEMENT to define a framework to enable the two PARTIES to work cooperatively in developing transportation improvements for the portion of the Sand Creek Road Extension Project located within the Brentwood City Limits in Contra Costa County ("PROJECT"). The PROJECT is more particularly described in Exhibit A.
- B. The members of ECCRFFA signed a Joint Exercise of Powers Agreement ("ECCRFFA JEP A") pertaining to the Regional Transportation Development Impact Mitigation ("RTDIM") Fee in East Contra Costa County. ECCRFFA adopted the East Contra Costa Regional Fee Program Update on October 8, 2020, which added the PROJECT to the RTDIM Fee Program.
- C. The PROJECT will receive ECCRFFA funding, in accordance with the fourth amendment to the ECCRFFA JEP A, dated February 16, 2021 ("FOURTH JEP A AMENDMENT"). The ECCRFFA Strategic Plan, approved on July 14, 2022, ("STRATEGIC PLAN") commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: PROJECT-related consultant/contractor costs related to environmental, design, construction management and construction (together, the "ELIGIBLE PROJECT COSTS"). The ECCRFFA Board of Directors' action on February 20, 2023, made the PROJECT the Third Priority project for funding under the JEP A, as amended.
- D. The CITY is managing the environmental, design and construction processes for the portion of the PROJECT within the CITY, all of which are ELIGIBLE PROJECT COSTS. The CITY will seek ECCRFFA funding for ELIGIBLE PROJECT COSTS that the CITY incurs, in accordance with Exhibit C. Subject to the STRATEGIC PLAN and the requirements of this AGREEMENT, the CITY will request those

funds, and ECCRFFA will consider authorizing those funds, for specific ELIGIBLE PROJECT COSTS that the CITY incurs.

NOW, THEREFORE, in consideration of the foregoing, ECCRFFA and the CITY do hereby agree as follows:

Section I.

CITY AGREES:

1. To submit to ECCRFFA requests for appropriation of funds to pay ELIGIBLE PROJECT COSTS for specific components of the PROJECT. Each request for appropriation must detail the PROJECT component scope, schedule, and proposed funding plan, and shall meet the requirements in Exhibit C. The CITY shall deliver each request for appropriation to ECCRFFA at least sixty (60) calendar days before the funds are needed. The CITY's submittal of a funding request, and ECCRFFA's approval of a funding resolution under Section II.1., does not guarantee RTDIM funds will be available to satisfy the CITY's funding request. ECCRFFA's obligations under any funding resolution are subject to the conditions more particularly described in Section II.1.
2. To apply any funds received under this AGREEMENT to the ELIGIBLE PROJECT COSTS consistent with the terms and conditions specified in the funding resolution approved by ECCRFFA.
3. To allow ECCRFFA to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of the PROJECT, and for three (3) years following completion of the PROJECT, or earlier discharge of this AGREEMENT, CITY will make available to ECCRFFA and its agents and auditors all records relating to PROJECT expenses the CITY incurs in performance of this AGREEMENT.
4. To provide invoices and progress reports to ECCRFFA, consistent with the requirements of Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all ELIGIBLE PROJECT COSTS for which future reimbursement will be requested.
5. Each year during the term of this AGREEMENT, to prepare and provide ECCRFFA, within ninety (90) calendar days of the last day of ECCRFFA's fiscal year, a report that itemizes both (a) the expenditure of all funds received from ECCRFFA for ELIGIBLE PROJECT COSTS during the fiscal year for which the report is prepared, and (b) progress to date in CITY's implementation of the PROJECT during the fiscal year for which the report is prepared.

6. To comply with Contra Costa Transportation Authority's ("CCTA") Policy on the Implementation of Measure J Projects (CCTA Resolution 08-13-P) and all other applicable policies that CCTA or ECCRFFA may adopt in the future.
7. To be responsible for evaluating prospective consultants and contractors to be retained by the CITY and, subsequently awarding contracts for the PROJECT-related work contemplated in this AGREEMENT, consistent with this AGREEMENT and any appropriation resolutions adopted by ECCRFFA in the future.
8. Upon ECCRFFA's request, to provide ECCRFFA copies of all executed contracts and other PROJECT documents between the CITY and consultants, contractors, and others involved in the PROJECT. The CITY shall retain all copies of such executed contracts during PROJECT implementation, and for three (3) years following completion of PROJECT, or the earlier discharge of this AGREEMENT under Section III.2.
9. To oversee and manage PROJECT consultant and contractor activities, including responsibility for schedule, budget, and oversight of the services, consistent with the scope of ECCRFFA funding resolutions.
10. If the PROJECT involves any further right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to ECCRFFA resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.
11. To obtain all permits, licenses, and land rights necessary for construction of the PROJECT.
12. ECCRFFA's contribution of RTDIM funds to the PROJECT under this AGREEMENT shall not exceed the regional component of the PROJECT, as more particularly described in the STRATEGIC PLAN, which may be updated from time to time by ECCRFFA.

Section II.

ECCRFFA AGREES:

1. In response to a CITY request for appropriation of funds for ELIGIBLE PROJECT COSTS, to consider, within 60 days after receiving such request, whether to adopt a funding resolution, provided that notice of cancellation or termination of this AGREEMENT pursuant to Section III.2. has not been given. ECCRFFA, in its sole discretion, may adopt a funding resolution for ELIGIBLE PROJECT COSTS before

ECCRFFA actually has RTDIM funds available to pay the CITY for those costs. Subject only to the PROJECT's priority in the FOURTH JEP A AMENDMENT, ECC RFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECC RFFA's receipt of sufficient RTDIM funds to both (a) meet other ECC RFFA obligations, and (b) to provide funding under the funding resolution, both as determined by ECC RFFA in its sole discretion. ECC RFFA's contribution of RTDIM funds shall not exceed ELIGIBLE PROJECT COSTS, whenever incurred, in accordance with the STRATEGIC PLAN. Upon ECC RFFA's adoption of a funding resolution providing RTDIM funds for ELIGIBLE PROJECT COSTS under this AGREEMENT, the resolution shall be deemed to be incorporated into Exhibit B and, by this reference, made a part of this AGREEMENT notwithstanding the requirements of Section III.7. Each funding resolution will include additional conditions, if any, and the purpose and timing, or projected timing, for release of RTDIM funds to the CITY for the ELIGIBLE PROJECT COSTS. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B, which is hereby incorporated into this AGREEMENT and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current ECC RFFA overall financial plan for the PROJECT.

2. As ECC RFFA determines RTDIM funds are available under Section II.1, and within 30 days after ECC RFFA adopts a funding resolution in response to a funding request submitted by CITY under Section I.1., to transfer to CITY funds allocated to pay ELIGIBLE PROJECT COSTS under that funding resolution.
3. To provide at least thirty (30) calendar days' notice to the CITY if an audit is to be conducted.
4. To provide CITY copies of all future updates of the STRATEGIC PLAN. ECC RFFA shall have sole discretion to revise and update its STRATEGIC PLAN from time to time in the future, to adjust funding commitments for all projects funded with RTDIM funds, provided that ECC RFFA's funding commitment to the PROJECT shall not exceed the ELIGIBLE PROJECT COSTS.

Section III.

IT IS MUTUALLY AGREED:

1. **Term:** This AGREEMENT will remain in effect until it is discharged, cancelled, or terminated in accordance with Section III.2., excepting only those sections that expressly survive such discharge, cancellation, or termination, as set forth in Section III.14.
2. **Discharge:** This AGREEMENT shall be subject to discharge as follows:

- a. Except for breach, which is covered in Section III.2(b) below, either PARTY may terminate this AGREEMENT at any time, pursuant to a power created by this AGREEMENT or by law, for causes beyond the control and without the fault or negligence of said PARTY, including any force majeure event, if such causes irrevocably disrupt or render said PARTY's performance impossible under this AGREEMENT. The terminating PARTY shall give written notice of termination under this Section III.2(a) to the other PARTY, specifying both the cause for the termination and the effective date of the termination. Notice of termination under this Section III.2(a) shall be given at least ninety (90) calendar days before the effective date of such termination.
 - b. This AGREEMENT may be cancelled by a PARTY for breach of any obligation, covenant or condition set forth in this Agreement by the other PARTY, upon notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching PARTY shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed reasonable time to cure, not to exceed sixty (60) calendar days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of Section III.2(a) and said cancelling PARTY also retains any remedy for breach of the whole AGREEMENT or any unperformed balance.
 - c. By mutual written consent of both PARTIES, this AGREEMENT may be terminated at any time.
3. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of ECCRFFA and the CITY:
- a. That neither ECCRFFA, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and the CITY shall fully defend, indemnify, and hold harmless ECCRFFA, its officers, agents, employees, and member agencies against, any damage or liability occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully defend, indemnify, and hold ECCRFFA, its officers, agents, employees, and member agencies harmless for any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT.

- b. That neither the CITY, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and ECCRFFA shall fully indemnify and hold harmless the CITY against, any damage or liability occurring by reason of anything done or omitted to be done by ECCRFFA under or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, ECCRFFA shall fully indemnify and hold the CITY harmless from any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by ECCRFFA under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT.
4. Notices: Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the PARTIES hereto.

CITY: City of Brentwood
ATTN: City Manager
150 City Park Way
Brentwood, CA 94513

ECCRFFA: ECCRFFA Program Manager
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

5. Recitals: The recitals are true and correct and are incorporated in and a part of this AGREEMENT.
6. Additional Acts and Documents: Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this AGREEMENT.
7. Integrations: This AGREEMENT represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.
8. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency: ECCRFFA acts under this AGREEMENT as an independent agency. None of ECCRFFA's agents or employees shall be agents or employees of the CITY. The CITY acts under this AGREEMENT as an independent agency. None of the CITY's agents or employees shall be agents or employees of ECCRFFA.
10. Assignment: This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTY.
11. Binding on Successors: This AGREEMENT shall be binding upon the successors, assignees, and transferees of ECCRFFA and the CITY. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.
12. Severability: Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond authority of either PARTY to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.
13. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.
14. Survival: Notwithstanding anything to the contrary in this AGREEMENT, the following provisions in this AGREEMENT shall survive the cancellation, expiration, discharge, or termination of this AGREEMENT:
 - a. As to the CITY:
 - Section I.2. (obligation to apply funds to PROJECT)
 - Section I.3. (obligation to allow audit and retain records)
 - Section I.4. (obligation to provide remaining invoices and progress reports)
 - Section I.5. (for the year in which termination occurs only, to prepare an annual report to the ECCRFFA)
 - Section I.8. (obligation to provide copies)
 - Section I.9. (obligation to continue to manage PROJECT)
 - Section I.10. (obligation to reimburse funds on sale of excess land)
 - b. As to ECCRFFA:
 - Section II.2 (obligation to transfer funds that ECCRFFA approved prior to termination)
 - Section II.3. (obligation to provide notice of audit)
 - c. As to both PARTIES:

Section III.3. (indemnity obligations)

Section III.11. (successors, assignees, and transferees)

15. Limitations:

- a. All obligations of ECCRFFA under the terms of this AGREEMENT are expressly subject to ECCRFFA's continued authorization to collect and expend RTDIM fees in East Contra Costa County, as well as the availability of funding, taking into consideration all of the obligations of ECCRFFA under all outstanding contracts, agreements and other obligations of ECCRFFA in connection with funds for such purposes. The availability of RTDIM funds is based on the collection of development fees, which are not a guaranteed revenue stream. If, for any reason, ECCRFFA's right to collect or expend such RTDIM funds is terminated or suspended in whole or part, or if the amount of fees being collected falls short of the projections in the STRATEGIC PLAN, as may be amended from time to time, ECCRFFA shall promptly notify the CITY in writing, and the PARTIES shall consult on a course of action. If, after twenty-five (25) calendar days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent.
- b. Notwithstanding anything to the contrary in this AGREEMENT, ECCRFFA's funding commitment for the PROJECT under this AGREEMENT includes all ECCRFFA payments or reimbursements to third parties, such as developers, (each a "THIRD-PARTY REIMBURSEMENT") for design, construction, right of way acquisition, and construction management of any portion of the PROJECT, including any portion of the PROJECT constructed before the EFFECTIVE DATE, regardless of when ECCRFFA makes the THIRD PARTY REIMBURSEMENT.
- c. This AGREEMENT does not guarantee that RTDIM funds will be available for the purposes of this AGREEMENT at the time that the CITY requests funds for ELIGIBLE PROJECT COSTS, according to any funding schedule adopted by the CITY, or at the time ECCRFFA adopts a funding resolution. ECCRFFA's adoption, amendment, or revision of the STRATEGIC PLAN also does not guarantee that RTDIM funds will be available according to the projected schedule of availability of funds in the STRATEGIC PLAN, as adopted, amended, or revised.

16. No Third-Party Beneficiaries. Nothing in this AGREEMENT, express or implied, is intended to confer on any person other than the PARTIES and their successors and assigns any rights or remedies by reason of this AGREEMENT.

17. Governing Law; Construction. This AGREEMENT shall be governed and construed in accordance with California law. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the

sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

18. Waiver. A waiver of breach of any covenant or provision in this AGREEMENT shall not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving PARTY.

The PARTIES have executed this Agreement as of the EFFECTIVE DATE.

CITY OF BRENTWOOD

**EAST CONTRA COSTA FEE & FINANCING
AUTHORITY**

Tim Ogden, City Manager

Dale Dennis, Program Manager

Attest:

Margaret Wimberly, City Clerk

Approved as to Form:

Approved as to Form:
Thomas L. Geiger, County Counsel

City Attorney

Stephen M. Siptroth
Assistant County Counsel

ECCRFFA, COB SCRE Funding Agreement 03.23.23

Attachments

Exhibit A	Description of the Sand Creek Road Extension Project
Exhibit B	Compensation Schedule (Listing of Funding Resolutions)
Exhibit C	Method of Payment

**COOPERATIVE AGREEMENT No. 27-23
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF BRENTWOOD**

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Sand Creek Road Extension Project will ultimately extend Sand Creek Road from SR4 to Deer Valley Road as a four-lane roadway. The City of Brentwood will be the sponsor for the portion of the Sand Creek Road Extension Project located within the Brentwood City Limits (Project). ECCRFFA is committed to the regional component of the Project (median and center two lanes) with revenue from regional transportation development impact mitigation (RTDIM) fees.

**COOPERATIVE AGREEMENT No. 27-23
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF BRENTWOOD**

EXHIBIT B

COMPENSATION SCHEDULE

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
			TOTAL FUNDS APPROPRIATED	0

**COOPERATIVE AGREEMENT No. 27-23
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF BRENTWOOD**

EXHIBIT C

METHOD OF PAYMENT

1. The CITY will submit, no more often than monthly, invoices to ECCRFFA which include all costs of the PROJECT for which RTDM funds are being requested for the stated time period.
2. The invoice shall include the following information. An invoice shall request ECCRFFA funding for only ELIGIBLE PROJECT COSTS:
 - A. ELIGIBLE PROJECT COSTS include the regional share of the Environmental, Design, Construction Management, and Construction. The City share is 53% and the ECCRFFA share (regional) is 47%.
 - B. Invoices should include the following:
 - a) A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.
 - b) An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.
 - c) The invoice submitted by the CITY should include a copy of the consultant/contractor invoice as backup to the above information.

C. Certification

The following statement will be included in each monthly invoice submitted by the CITY: "We hereby certify that the funds requested by the City of Brentwood are to reimburse the City of Brentwood for project costs already incurred and have not been included in a previous invoice request."

D. Progress reports

The CITY will submit a progress report that summarizes the activities covered by the invoice.

3. Subject to the provisions of a funding resolution adopted by ECCRFFA's Board of Directors and the requirements of the AGREEMENT, ECCRFFA will process reimbursement to the CITY within forty-five (45) calendar days after receipt by ECCRFFA of an invoice, containing all of the information required under item 2 above. ECCRFFA reserves the right to adjust future reimbursements should subsequent review indicate that an invoice includes ineligible costs.

**Appropriation Resolution No. 23/01 for the
Sand Creek Road Extension Project**

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Oakley – Pittsburg and Contra Costa County

APPROPRIATION RESOLUTION NO. 23/01

**A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING
AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE SAND CREEK ROAD
EXTENSION PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 27-23
BETWEEN ECCRFFA
AND THE CITY OF BRENTWOOD (CITY)
FOR THE SAND CREEK ROAD EXTENSION PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan (“Strategic Plan”) includes \$12.5 million for the Sand Creek Road Extension Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 27-23 regarding the funding of the PROJECT; and

WHEREAS, CITY has submitted a Request for Appropriation of Funds on (“Request”) and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 27-23; and

WHEREAS, ECCRFFA’s Program Manager has reviewed the Request and has determined that (1) the Request is for Eligible Project Costs, as defined in Cooperative Agreement No. 27-23 and (2) the request is consistent with the most recent ECCRFFA Strategic Plan, dated (“Strategic Plan”).

NOW, THEREFORE, BE IT:

RESOLVED, that ECCRFFA finds the Request is consistent with the Strategic Plan and Cooperative Agreement No. 27-23; and

RESOLVED, that ECCRFFA approves the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as set though set forth at length; and

Board of Directors:

**Diane Burgis, Contra Costa County - Chair
Lamar Thorpe, City of Antioch - Vice Chair
Joel Bryant, City of Brentwood
Aaron Meadows, City of Oakley
Shanelle Scales-Preston, City of Pittsburg**

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Oakley – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 27-23, but not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Strategic Plan; and

RESOLVED, that this appropriation shall expire on December 31, 2024; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 27-23, an updated copy of which is attached as Attachment B to this RESOLUTION. Exhibit B in the Cooperative Agreement is replaced with new Exhibit B attached hereto as Attachment B.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held the 8th day of June, 2023, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

Diane Burgis, Contra Costa County - Chair
Lamar Thorpe, City of Antioch - Vice Chair
Joel Bryant, City of Brentwood
Aaron Meadows, City of Oakley
Shanelle Scales-Preston, City of Pittsburg

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 23/01**

Date: June 8, 2023

Amount of Funds: \$4,105,641

Appropriated to: City of Brentwood

Specific Project: Portion of the Sand Creek Road Extension Project located within the City of Brentwood (Project)

Appropriated For: 1) Environmental, Design, Construction Management, and Construction for Project.

Scope of Work: Completion of the Environmental Phase, including Project permitting. Preparation of the plans, specifications and estimate. Construction Management services for the Project. Project Construction.

Other Conditions:

1. Subject only to the Project's priority in the FOURTH JEP A AMENDMENT and subsequent Board action on February 20, 2023, making the Project the Third Priority project, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under this funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion.
2. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 27-23.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 23/01**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on July 14, 2022, for the entire Sand Creek Road Extension Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2022/23	\$12,500,000
Total	\$12,500,000

Total Authorization to Date:

Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are \$4,105,641.

Resolution Adopted:	06/08/2023
Appropriation Resolution No:	23/01
Coop Agreement No:	27-23
Project Sponsor:	City of Brentwood
Resolution Amount:	\$4,105,641

**ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 23/02**

**COOPERATIVE AGREEMENT No. 27-23
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF BRENTWOOD**

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions


Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Sand Creek Road Extension Project	23/01	6/08/2023	\$4,105,641	\$4,105,641

TOTAL FUNDS APPROPRIATED:	\$4,105,641
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**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

DATE: June 8, 2023

TO: Board of Directors

FROM: Stephen Kowalewski, Contra Costa County Chief Deputy Public Works Director 

SUBJECT: Approve Consulting Services Agreement Amendment with PDM Group, Inc. for Program Manager and Support Services

Recommendation: **APPROVE** an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$200,304, to a new payment limit of \$2,060,703, and to extend the termination date from June 30, 2023, to a new termination date of June 30, 2024, for continued Program Manager services, and **AUTHORIZE** the Secretary, or designee, to execute the amendment on behalf of the Authority.

Discussion:

PDM Group Inc. (Dale Dennis) has been serving as the Authority's Program Manager since 2003 and has done an excellent job. Dale's knowledge and expertise in project delivery, budgeting, strategic planning, and his inter-agency coordination skills have made ECCRFFA a successful project funding and delivery agency. The program is fortunate to have Dale's project management skills to deliver many critical regional projects that have helped improve the transportation network for east Contra Costa County. It is recommended that the Board approve an amendment to Consulting Service Agreement with PDM Group Inc. (Dale Dennis) in a not-to exceed amount of \$200,304 for a new payment limit of \$2,060,703 to continue providing Program Manager services for the Authority thorough June 30, 2023. The proposed scope and budget (attached) describes in more detail the services Mr. Dennis will be providing as Program Manager. Staff assistance would be provided by Contra Costa County Public Works and consultant staff Nancy Wein (PDM Group Inc.) and Lucy Owens.

Brian M Balbas, Secretary to the Authority, or Steve Kowalewski, Chief Deputy Director will sign the proposed amendment for PDM Group Inc.

SK:nw
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ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ___ **OTHER** ___

VOTE OF DIRECTORS

_____ UNANIMOUS (ABSENT _____)
AYES: _____ **NOES:** _____
ABSENT: _____ **ABSTAIN:** _____

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED _____
Secretary to the Authority

APPENDIX A

Program Manager Position and Support East County Regional Fee and Financing Authority (ECCRFFA) Scope of Work

OBJECTIVE: Dale Dennis (PDM Group Inc.) will hold the position of Program Manager and will serve as staff for the East County Regional Fee and Financing Authority (ECCRFFA). The Program Manager has overall responsibility for the day-to-day administrative operations of the ECCRFFA and will manage and or oversee or coordinate the delivery of transportation projects in the ECCRFFA Program.

Typical duties and responsibilities include:

- Interface with the ECCRFFA Board of Directors;
- Staff the ECCRFFA Board Meetings and be responsible for preparation of Agenda Packets for the monthly or periodic meetings;
- Manage the preparation of a comprehensive nexus study update for the ECCRFFA Fee Program;
- Oversee a multimillion-dollar transportation program fund;
- Participate in the overall planning for the East County Transportation projects;
- Coordinate and oversee the delivery of transportation projects in the ECCRFFA Program through project sponsors;
- Ensure that contractual obligations, ordinances, safety procedures, budgets and policies related to transportation projects and ECCRFFA policies are met;
- Confer with officials, member agency staff, contractors, and others involved in major transportation projects;
- Review proposed project budgets and schedules from sponsors;
- Assist sponsors with interviewing and selecting consultants and contractors as appropriate;
- Ensure change orders, payment requests and reports are handled according to JPA policies and procedures;
- Prepare and present written and oral reports related to East County transportation projects;
- Recommend acceptance or rejection of transportation projects completed by contractors as appropriate;
- Make presentations on East County Transportation Projects to the JPAs, Board of Supervisors, City Council, and other public agencies, committees, advisory groups or the public as necessary and appropriate.
- Manage preparation and implementation of new Strategic Plan.

Staff Assistance:

- Staff assistance would be provided by Contra Costa County Public Works and consultant staff Nancy Wein (PDM Group Inc.) and Lucy Owens.

**Program Manager and Support Services
for the
East Contra Costa Fee and Financing Authority (ECCRFFA)**

Period: June 8, 2023 through June 30, 2024

Staff	Average Hours/Week	FY 23/24 Hours/Year	FY 23/24 Charge Rates	Amount
Dale Dennis	12	624	\$ 291	\$ 181,584
Nancy Wein	1.5	78	\$ 240	\$ 18,720
Total				\$ 200,304

Note: Rates are increased by 3% each year.