

**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, March 13, 2025
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 +1 669 444 9171 US.

The meeting ID is 929 5076 2397 Passcode: 285784

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

[Join Zoom Meeting Here](#)

Meeting ID: 929 5076 2397 Passcode: 285784

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. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

To obtain a copy of a staff report or other written materials related to an open session item on the agenda, please contact Dale Dennis by sending an email to Dale.Dennis@pw.cccounty.us, or by phone at (925) 595-4587.

Board of Directors:

Ron Bernal, City of Antioch – Chair
Susannah Myer, City of Brentwood – Vice Chair
Aaron Meadows, City of Oakley
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County

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
March 13, 2025**

1. Call to Order
2. Election of Officers
3. Public Comment
4. Consent Items
 - A. **APPROVE** minutes of the August 8, 2024, meeting (September, October, November, December, January and February 2025 meetings cancelled).
 - B. **Sand Creek Road Extension Project. APPROVE** the Reimbursement, Waiver and Release Agreement between ECCRFFA and GBN Partners, LLC, for reimbursement of \$2,101,445 for a portion of the Sand Creek Road Extension Project, and **AUTHORIZE** the Secretary, or designee, to execute the Agreement on behalf of ECCRFFA.
 - C. **AB1600 Report. APPROVE** the ECCRFFA AB1600 Report for period ending June 30, 2024.
5. Determination
 - A. **East Cypress Road Widening Project.** Staff recommends the Board take the following actions:
 - i. **APPROVE** an updated March 2025 ECCRFFA Strategic Plan adding the East Cypress Road Widening Project;
 - ii. **APPROVE** the Cooperative Agreement with the City of Oakley related to providing ECCRFFA's share of the cost to construct the East Cypress Road Widening 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
 - iii. **ADOPT** Appropriation Resolution No. 25/01 appropriating \$21,702,720 for the City of Oakley to complete the construction phase of the Project.

Board of Directors:

Ron Bernal, City of Antioch – Chair
Susannah Myer, City of Brentwood – Vice Chair
Aaron Meadows, City of Oakley
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County

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255 Glacier Drive, Martinez, CA 94553

B. ECCRFFA Interfund Transfer. **ADOPT** Resolution No. 25/02 authorizing ECCRFFA Interfund Transfer No. 2025-01 in the amount of \$17 million from ECCRFFA funds collected prior to October 22, 2024, to fund the East Cypress Road Widening Project; and **AUTHORIZE** the Secretary, or designee, to sign the Resolution No. 25/02 on behalf of the Authority.

6. Boardmember Comments

7. 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 Financing 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 Dale Dennis at Dale.Dennis@pw.cccounty.us.

Board of Directors:

Ron Bernal, City of Antioch – Chair
Susannah Myer, City of Brentwood – Vice Chair
Aaron Meadows, City of Oakley
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County

Authority Staff Office:

Contra Costa County
255 Glacier Drive
Martinez, CA 94553
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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

August 8, 2024

The regular meeting of the EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) was convened as an in-person meeting with the option for members of the public to appear in person or to participate via Zoom teleconference. 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 Dale.Dennis@pw.cccounty.us.

The regular meeting was called to order by Vice Chair Joel Bryant at 6:36 P.M.

ROLL CALL

PRESENT: Diane Burgis (Contra Costa County), Aaron Meadows (Oakley), Vice Chair
Joel Bryant (Brentwood) and Chair Lamar Thorpe* (Antioch)
*Arrived after Roll Call

ABSENT: Shanelle Scales-Preston (Pittsburg)

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

PUBLIC COMMENT

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

CONSENT ITEMS

On motion by Director Burgis, seconded by Director Meadows, the Authority adopted the Consent Calendar, as follows:

- A. APPROVED minutes of the June 13, 2024 meeting (July 2024 meeting cancelled).
- B. RECEIVED staff report from Stephen Kowalewski, Chief Deputy Director, Contra Costa County Public Works Department, regarding the Authority's contract with PDM Group, Inc., for Program Management Services.

The motion carried by the following vote:

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

DETERMINATION

- A. ADOPT ECCRFFA Resolution 2024/02 – Approving a revised ECCRFFA Fifth Amendment to the ECCRFFA Joint Exercise of Powers Agreement that prioritizes two projects in the City of Pittsburg as Third Priority projects in lieu of the James Donlon Extension (JDE) project, adds 18 new projects to the ECCRFFA project list consistent with the 2024 Program Update approved on June 13, 2024, and directs taking related actions; and APPROVE an updated August 2024 ECCRFFA Strategic Plan reflecting the new project prioritization.

Program Manager Dale Dennis explained that at the last meeting, the Board approved a resolution for a Fifth Amendment to the ECCRFFA Joint Exercise of Powers Agreement (JEPA). At that time, the staff report reported that the City of Pittsburg was taking steps to identify projects in lieu of the James Donlon Extension (JDE) project. Since that time, the City of Pittsburg submitted a letter to ECCRFFA staff to formally request the inclusion of the substitute projects: West Leland Road Extension and Pittsburg-Antioch Highway Widening portion located in Pittsburg, and the approach would be to set aside the funds for those projects.

Mr. Dennis reported that a Strategic Plan had been prepared to set aside funds for the two projects (there was \$71.5 million) and move other projects forward. Staff was working with other member agencies to determine which projects to move forward and would bring back recommendations to the Board for approval.

Mr. Dennis presented the staff recommendation to adopt Resolution 2024/02, as shown in the staff report dated August 8, 2024, to approve a revised Fifth Amendment that identifies the carryover projects and makes other changes required by Pittsburg.

PUBLIC COMMENT

BRUCE 'OLE' OHLSON, emphasized the importance of the ECCRFFA List of Projects and was pleased to see things move forward, although he stated the Contra Costa bicycle community sought a safe bicycle route between East and Central Contra Costa County under the authority of the TRANSPLAN Committee for East County and the TRANSPAC Committee for Central County. He explained that there were currently only four paved routes between those two areas of the County. He described those four routes in detail, none of which were ideal routes for bicyclists, and pointed out the dangers and challenges with respect to each.

Mr. Ohlson commented that no ECCRFFA funds had been applied to build a safe bicycle route along Highway 4, some of which was in TRANSPAC Committee territory. He recommended a request that the City of Concord and TRANSPAC help bicyclists get off the shoulder of the freeway.

Mr. Ohlson also brought attention to Project 13 under the current ECCRFFA List of projects for Ninth and Tenth Street, couplet improvements “A” Street to “L” Street in Antioch, and wanted to make sure that bicycle facilities were approved along that couplet. He noted there was significant on-street parking in that area and there were no bicycle facilities, which needed to be considered as well as for West Tregallas Road and Standard Oil Avenue in Antioch. He added that the spending of ECCRFFA funds should also include bicycle facilities. He urged ECCRFFA to consider all modes of transportation.

Director Burgis verified with Mr. Dennis that the funding request from the City of Pittsburg for the two new projects to replace the JDE represented \$33.5 million for the West Leland Road Extension and \$38 million for the Pittsburg-Antioch Highway Widening, and that \$71.5 million had been included in the Strategic Plan for those two projects in place of the JDE, and had also been included in the Fifth Amendment in place of the JDE, which would remain on the list and be subject to a future prioritization subject to the Strategic Plan process.

Mr. Dennis advised that he would start working with the member agencies as soon as possible to determine how to spend the \$63 million available for projects from the existing ECCRFFA list of projects and to prioritize projects for the new funding that would be collected after the Fifth Amendment of the JEPA was approved. Once approved, the Fifth Amendment would go into effect in 60 days, at which time funds could be used for the new projects.

On motion by Director Burgis, seconded by Director Meadows, the Authority **TOOK THE FOLLOWING ACTIONS:**

1. **ADOPTED** Resolution No. 2024/02 **APPROVING** a revised Fifth Amendment to the Joint Exercise of Powers Agreement (JEPA) for ECCRFFA to do all of the following among other things: add 18 new projects described in the 2024 Program Update to the ECCRFFA Project List; prioritize two replacement projects (West Leland Road – Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road and Pittsburg-Antioch Highway – Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits) (“Replacement Projects”) as Third Priority Projects in lieu of the James Donlon Extension (JDE) Project; reallocate funds reserved for the JDE Project to the Replacement Projects; and retain the JDE Project on the ECCRFFA Project List with any future prioritization to be determined through the strategic planning process; **RECOMMENDED** that each Member Agency consider and approve the revised Fifth Amendment to the JEPA for ECCRFFA, which will be effective upon the approval of

all Member Agencies; and RECOMMENDED that each Member Agency amend its ECCRFFA fee ordinance or resolution to incorporate the new projects among ECCRFFA projects that will be funded with RTDIM fees.

2. DIRECTED the Program Manager to work with the Member Agencies to take steps necessary to approve the revised Fifth Amendment to the JEPA for ECCRFFA and to amend fee ordinance or resolution to add the 18 new projects into the list of projects to be funded with RTDIM fee revenues, with no change to the RTDIM fee rates.
3. APPROVED the updated August 2024 ECCRFFA Strategic Plan which replaces the JDE Project with the following projects: 1) the West Leland Road – Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road; and 2) Pittsburg-Antioch Highway – Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits.

The motion carried by the following vote:

AYES: Bryant, Burgis, Meadows, Thorpe

NOES: None

ABSTAIN: None

ABSENT: Scales-Preston, Thorpe

BOARDMEMBER COMMENTS

There were no Boardmember comments.

ADJOURNMENT

Chair Thorpe adjourned the meeting of the East Contra Costa Regional Fee and Financing Authority at 6:55 P.M. to Thursday, September 12, 2024, at 6:30 P.M. or other day/time deemed appropriate.

Respectfully submitted,

Anita L. Tucci-Smith
Minutes Clerk

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

DATE: March 13, 2025

TO: Board of Directors
FROM: Dale Dennis, Program Manager 
SUBJECT: Reimbursement Agreement with GBN Partners, LLC for the Sand Creek Road Extension Project

Recommendation: **APPROVE** the Reimbursement, Waiver and Release Agreement (Agreement) between the East Contra Costa Regional Fee and Finance Authority (ECCRFFA) and GBN Partners, LLC, (Developer) for reimbursement of \$2,101,445 for a portion of the Sand Creek Road Extension Project (SCR Extension), and **AUTHORIZE** the Secretary or designee to execute, on behalf of the ECCRFFA.

Discussion:

ECCRFFA is a joint exercise of powers entity among the cities of Antioch, Brentwood, Oakley, and Pittsburg, and Contra Costa County ("Member Agencies," and each a "Member Agency"). ECCRFFA receives revenues from regional transportation development impact mitigation ("RTDIM") fees that the Member Agencies impose on new developments under fee ordinances adopted by those agencies.

RTDIM fees fund projects on ECCRFFA's project list based on the priority given to the projects in the ECCRFFA joint exercise of powers agreement among the Member Agencies, as amended (the "JEPA"). From time to time, the Board of Directors updates the ECCRFFA strategic plan ("Strategic Plan") to allocate RTDIM fee revenues to ECCRFFA projects consistent with funding priorities in the JEPA and any funding priorities approved by the Board of Directors.

Effective February 16, 2021, the Member Agencies entered into a fourth amendment the JEPA to add the Sand Creek Road Extension Project ("SCR Extension") to the ECCRFFA project list. The SCR Extension will extend Sand Creek Road westerly, from a point near State Route 4 ("SR 4"), to the road's intersection with Deer Valley Road, in Antioch. The proposed alignment of the SCR Extension is shown on Exhibit A, attached hereto. Subsequently, in July 2022, ECCRFFA's Board of Directors approved an updated Strategic Plan that prioritizes the SCR Extension for funding.

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

The nexus study for the SCR Extension determined that, for the project as a whole, 69% of the cost of the SCR Extension would be the responsibility of local developers, and the remaining 31% of the project cost would be attributable to regional vehicle trips. As further described in the nexus study, the SCR Extension includes seven segments: Western End, Aviano – Phase II, Aviano – Phase III, Promenade – Segment 1, Promenade – Segment 2, Promenade – Segment 3, and Brentwood Bridle Gate (see Appendix A of the nexus study). The nexus study determined, for each of those segments, the proportion of the segment cost that would be the responsibility of local developers, and the proportion of the segment cost that would be attributable to regional vehicle trips.

The Developer proceeded with constructing its “Promenade” residential development, in Antioch (“Development”). Under the conditions of approval for the Development, the Developer was required to construct three segments of the SCR Extension – Promenade – Segment 1, Promenade – Segment 2, Promenade – Segment 3 – between an extension of Hillcrest Avenue to the west and an extension of Heidorn Ranch Road to the east (together, the three segments are referred to collectively as the “Roadway Segment”). On January 14, 2025, after the Roadway Segment was completed, the City of Antioch (“City”) accepted the roadway into the City’s road system.

The SCR Extension nexus study determined that ECCRFFA RTDIM fee revenues can be used to fund 31.0% of the cost of the Roadway Segment. Consistent with the SCR Extension nexus study, the JEPA, and the Strategic Plan, the portion of the Roadway Segment costs that are eligible for funding from ECCRFFA RTDIM fees amounts to \$2,101,445 (the “Reimbursable Costs”). Under a purchase and sale agreement, dated September 4, 2020, (“Development PSA”) between the Developer and Tri Pointe Homes, Inc. (“Tri Pointe”), the Developer sold the Development property to Tri Pointe, but retained the right to be paid the Reimbursable Costs. Staff recommends the Board approve the attached Agreement to allow the Reimbursable Costs to be paid to Developer for the Roadway Segment.

**REIMBURSEMENT, WAIVER, AND RELEASE AGREEMENT BETWEEN THE
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY AND
GBN PARTNERS LLC, RELATING TO A PORTION OF THE
SAND CREEK EXTENSION PROJECT**

This Reimbursement Agreement (“Agreement”) is entered into as of _____, 2025, (“Effective Date”) by and between the East Contra Costa Regional Fee and Financing Authority, a joint exercise of powers entity (“ECCRFFA”), and GBN Partners LLC, a Delaware limited liability company (“Developer”). ECCRFFA and the Developer are sometimes referred to herein together as the “Parties,” and each as a “Party.”

RECITALS

- A. ECCRFFA is a joint exercise of powers entity among the cities of Antioch, Brentwood, Oakley, and Pittsburg, and Contra Costa County (“Member Agencies,” and each a “Member Agency”). ECCRFFA receives revenues from regional transportation development impact mitigation (“RTDIM”) fees that the Member Agencies impose on new developments under fee ordinances adopted by those agencies.
- B. RTDIM fees fund projects on ECCRFFA’s project list based on the priority given to the projects in the ECCRFFA joint exercise of powers agreement among the Member Agencies, as amended (the “JEPA”). From time to time, the Board of Directors updates the ECCRFFA strategic plan (“Strategic Plan”) to allocate RTDIM fee revenues to ECCRFFA projects consistent with funding priorities in the JEPA and any funding priorities approved by the Board of Directors.
- C. Effective February 16, 2021, the Member Agencies entered into a fourth amendment the JEPA to add the Sand Creek Road Extension Project (“SCR Extension”) to the ECCRFFA project list. The SCR Extension will extend Sand Creek Road westerly, from a point near State Route 4 (“SR 4”), to the road’s intersection with Deer Valley Road, in Antioch. The proposed alignment of the SCR Extension is shown on Exhibit A, attached hereto. Subsequently, in July 2022, ECCRFFA’s Board of Directors approved an updated Strategic Plan that prioritizes the SCR Extension for funding.
- D. The nexus study for the SCR Extension determined that, for the project as a whole, 69% of the cost of the SCR Extension would be the responsibility of local developers, and the remaining 31% of the project cost would be attributable to regional vehicle trips. As further described in the nexus study, the SCR Extension includes seven segments: Western End, Aviano – Phase II, Aviano – Phase III, Promenade – Segment 1, Promenade – Segment 2, Promenade – Segment 3, and Brentwood Bridle Gate (see Appendix A of the nexus study). The nexus study determined, for each of those segments, the proportion of the segment cost that would be the responsibility of local developers, and the proportion of the segment cost that would be attributable to regional vehicle trips.

ECCRFFA and its Member Agencies, and their officers, employees, agents, contractors, attorneys, successors, and assigns (collectively, "Released Entities"), from any and all claims, demands, causes of action, obligations, damages, attorney's fees, costs, judgments, and liabilities (collectively, "Liabilities"), which the Developer has or could assert against any Released Entities, in any manner related to or arising from (1) the Developer's design, construction, management, right of way acquisition, and dedication of the Roadway Segment, and (2) the Released Entities' obligation to reimburse the Developer for costs that the Developer incurred to design, construct, manage, and acquire right of way for, the Roadway Segment, including any Reimbursable Costs. The Developer knowingly waives its right to make any claim against the Released Entities for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

- b. Indemnification. The Developer further agrees to indemnify, defend, and hold harmless the Released Entities from any Liabilities that arise from or are connected with any third-party claim alleging entitlement to payment of some or all of the Reimbursable Costs, including but not limited to any Liabilities connected with a claim by Tri Pointe that it is entitled to payment of some or all of the Reimbursable Costs.
 - c. Survival. The requirements of this Section 4 shall survive the termination or expiration of this Agreement.
5. **Audit**. In order to make audits, ECCRFFA shall have the right of access to any books, documents, papers, and other records of the Developer that are pertinent to ECCRFFA's reimbursement of Reimbursable Costs under this Agreement. During the term of this Agreement and for a period of three (3) years following its expiration (the "Audit Period"), the Developer shall keep and maintain accurate financial accounts, in accordance with generally acceptable accounting principles, of all Reimbursable Costs. During the Audit Period, the Developer shall provide ECCRFFA copies of accounting records regarding the Reimbursable Costs and ECCRFFA's reimbursement of those costs within 10 days after ECCRFFA's written request, and the Developer shall make those records available for inspection during the Developer's normal business hours, at the Developer's offices, or the offices of its financial consultant. During the Audit Period, the Developer shall account for all Reimbursable Costs and shall provide ECCRFFA a written summary and current total of those costs within 30 days after a request by ECCRFFA. The requirements of this Section 5 shall survive the termination or expiration of this Agreement.
6. **Notices**. All notices, payments, and other correspondence required to be given under this Agreement shall be in writing, and shall be delivered in person, by overnight delivery, or by U.S. Mail, to the following:

To ECCRFFA:

Dale Dennis, Program Manager
c/o Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
Email: dodennis@TheCyberJungle.com

To Developer:

Blackhawk-Nunn
Attn: Earl Callison
3820 Blackhawk Road
Danville, CA 94506
Email: Earl Callison <earl@blackhawkproperties.com>

or to such other address as each Party may respectively designate by written notice to the other Party. A notice or other correspondence shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail. A courtesy copy of a notice or other correspondence may be sent by email, as long as the notice or other correspondence also is given in a manner expressly authorized by this section.

7. **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties hereto. This Agreement may not be assigned by either Party unless the assignment is approved in writing by the other Party.
8. **Modification.** This Agreement may not be modified or amended except in a writing signed by both Parties hereto.
9. **Construction.** 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 all 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. The recitals of this Agreement are, and shall be enforceable as, a part of this Agreement.
10. **No Third-Party Beneficiaries.** Except for Developer's release of all Released Entities and its obligation to indemnify all Released Entities contained in Section 4, 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.

11. **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.
12. **Specific Performance.** The sole remedy for violation of this Agreement shall be the specific performance of this Agreement.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
15. **Attorney's Fees.** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs, and expenses.

[Remainder of page intentionally left blank – signatures on next page.]

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

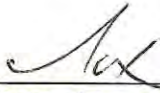
GBN PARTNERS, LLC

By: _____
Program Manager

Date of Board Approval: _____

Approved as to form:
Thomas L. Geiger
County Counsel

By: _____
Stephen M. Siproth
Assistant County Counsel

By:  _____
Its: MANAGING MEMBER

By:  _____
Its: AUTHORIZED AGENT

Approved as to form:

By:  _____

Attachments:

- Exhibit A Map of the SCR Extension
- Exhibit B Calculation of Developer's Reimbursable Costs

EXHIBIT A

MAP OF THE SCR EXTENSION

EXHIBIT B

DEVELOPER'S REIMBURSABLE COSTS

Total Reimbursable Costs: \$2,101,445

The Reimbursable Costs were calculated as follows:

Soft Costs and Construction. The attached table includes Developer's costs for soft costs and construction for the regional component of the Roadway Segment (\$6,777,447). The Reimbursement Limit under this Agreement includes ECCRFFA's share of those costs (31.0%), calculated as follows:

$$(\$6,777,445) \times (0.31) = \$2,101,445.$$

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

DATE: March 13, 2025

TO: Board of Directors
FROM: Dale Dennis, Program Manager



SUBJECT: ECCRFFA AB1600 Report for Period Ending June 30, 2024

Recommendation: **APPROVE** the ECCRFFA AB1600 Report for period ending June 30, 2024.

Discussion:

The purpose of the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) AB1600 Report is to satisfy certain state law requirements that apply to regional transportation demand impact mitigation (RTDIM) fees. In California, State legislation set certain legal and procedural parameters for the charging of development impact fees ("DIFs"), such as ECCRFFA's development impact fee. This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66025 (the "Mitigation Fee Act"). The Mitigation Fee Act imposes requirements on local agencies that impose DIFs, including requirements related to the accounting of DIF revenues. ECCRFFA's RTDIM fees are a type of DIF and are subject to the requirements of the Mitigation Fee Act.

GC § 66006(b) states the following requirements as pertains to DIFs:

For each separate account or fund established, the local agency shall make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of

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

the cost of the public improvement that was funded with fees.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. There were no interfund transfers.

(H) The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded. There were no refunds issued.

The ECCRFFA AB1600 Report satisfies the above requirements as they apply to RTDIM fee revenues for the fiscal year ending June 30, 2024.

In addition, for all funds established for the collection and expenditures of development impact fees, California Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years after, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted.

- A. Identify the purpose to which the fee is to be put.
- B. Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- D. Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

As described in the report, as of June 30, 2024, ECCRFFA did not have any RTDIM fee revenues that have been held past the fifth year following their first deposit.

Staff recommends the Board approved the attached ECCRFFA AB1600 Report, which provides the information listed above, where applicable.



**East Contra Costa
Regional Fee Program**

**AB1600 Report
For
Fiscal Year Ending June 30, 2024**

**East Contra Costa Regional
Fee and Financing Authority**

December 2024

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1. INTRODUCTION

LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING

1) California Government Code Section 66006(b)

In California, State legislation sets certain legal and procedural parameters for the charging of development impact fees (“DIFs”). This legislation was passed as AB1600 by the California Legislature and is now codified as California Government Code Sections (GC §) 66000 through 66025 (“Mitigation Fee Act”). This State law went into effect in 1987. The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) collects regional transportation development impact mitigation (RTDIM) fees, a type of DIF. The RTDIM fees are subject to the requirements of the Mitigation Fee Act.

GC § 66006(b)(1) states the following requirements as pertains to DIFs:

For each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year (the applicable page numbers in this report are provided for reference):

(A) A brief description of the type of fee in the account or fund. (Page 3)

(B) The amount of the fee. (Page 4)

(C) The beginning and ending balance of the account or fund. (Page 5)

(D) The amount of the fees collected and interest earned. (Page 5)

(E) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees. (Page 7)

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete. (Page 7)

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. There were no interfund transfers during the fiscal year covered by this report.

(H) The amount of refunds made (as pursuant to GC § 66001(e)) due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made (as pursuant to GC § 66001(f)) due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded. There were no refunds issued during the fiscal year covered by this report.

2) California Government Code Section 66001(d)

For all funds established for the collection and expenditures of development impact fees, California Government Code Section 66001(d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years after, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted.

- A. Identify the purpose to which the fee is to be put.
- B. Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.
- D. Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

As shown in the table on page 5, as of June 30, 2024, ECCRFFA does not have any RTDIM funds that have been held past the fifth year following their first deposit.

3) Additional Notes

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. ECCRFFA periodically prepares a Strategic Plan that addresses the topics described above. The current ECCRFFA Strategic Plan was last approved in August 2024 and includes planned project expenditures through Fiscal Year 2028/29. ECCRFFA's current adopted Strategic Plan is available upon request.

- 4) ECCRFFA's Development Fee Program has been in effect in East Contra Costa County since FY 1994/95. The Authority conducted an update of the fee program in 2001 to help fund an expanded list of regional transportation improvements. In the summer of 2005, the Authority completed a comprehensive update of its RTDIM fee program. In June 2005, the ECCRFFA Board approved the East Contra Costa Regional Fee Program Update Final Report. In October 2020, the ECCRFFA Board approved another East Contra County Regional Fee Program Update to expand the list of regional transportation improvements to include the Sand Creek Road Extension Project. In June 2024, the ECCRFFA Board approved another East Contra County Regional Fee Program Update to expand the list of regional transportation improvements to include 18 more projects. Adjustments to the fees are made annually in accord with the Engineering News Record Construction Cost Index. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements. The program is reviewed periodically to address updated information on project costs and completion schedules. Many of ECCRFFA's projects are financed with a combination of RTDIM fee revenues and funding from other sources (e.g., Measure J funds).

5) Funding of Infrastructure

The ECCRFFA August 2024 Strategic Plan identifies all funding sources and amounts for individual projects through FY 2028/29. The Strategic Plan is updated periodically to reflect the status of current projects being delivered, as well as the opportunity to fund additional projects as projects are completed. ECCRFFA continues to seek other funding sources to help fund the projects included in ECCRFFA's Project List.

6) Current Major Projects

As of the date of this report, a number of ECCRFFA projects are in various stages of being completed as shown in Table 1 below.

TABLE 1 Status of Current ECCRFFA Projects		
Project Number	Project Name	Status
1	SR 4 Freeway Widening	Completed
2	SR 4 Bypass – Segment 1	Completed
2	SR160/SR 4 Interchange Connectors	Completed
3	SR 4 Bypass – Segment 2	Closeout
3	Sand Creek Interchange	Completed Phase 1
3	Mokelumne Bicycle/Pedestrian Overcrossing	Completed
4	SR 4 Bypass – Segment 3	Completed Phase 1
4	Balfour Road Interchange	Closeout
5	Laurel Road Extension	Completed
16	James Donlon Extension (Antioch Portion)	Completed
26	eBART Extension to Hillcrest Avenue	Completed
27	Sand Creek Road Extension	Construction

DESCRIPTION OF DEVELOPMENT IMPACT FEES

Regional Transportation Development Impact Fees – ECCRFFA collects RTDIM fees to fund transportation improvements necessary to accommodate transportation demands generated by new development in East Contra Costa County. Please see the *East Contra Costa Regional Fee Program Update Final Report*, dated June 16, 2005, for more information about the purpose of the program and its consistency with AB 1600 requirements.

CURRENT FEE SCHEDULE

Presented below is ECCRFFA’s current RTDIM fee schedule for 2024.

Fee Category	Prior Fee	Index	New Fee (as of Jan 1, 2024)	ECCRFFA Fee Rebate	New Fee Less Rebate
Single-Family Residential	\$27,706	2.19%	\$28,313	15%	\$24,066
Multi-Family Residential	\$17,008	2.19%	\$17,380	15%	\$14,773
Commercial	\$2.30	2.19%	\$2.35		\$2.35
Office	\$2.00	2.19%	\$2.04		\$2.04
Industrial	\$2.00	2.19%	\$2.05		\$2.05
Other	\$27,706	2.19%	\$28,313		\$28,313

Note: A 1% administrative charge is allowed in addition to the fees shown, for RTDIM fee program administration.

2. DEVELOPMENT IMPACT FEE REPORT

TABLE 3

ECCRFFA Regional Developer Fee Fund					
Statement of Revenues, Expenditures and Changes in Fund Balance					
Last Five Fiscal Years					
Description	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
REVENUES					
Fees Collected	18,316,041.85	36,437,713.69	34,474,224.79	17,977,967.33	15,053,747.59
Interest Earnings	24,781.61	9,121.47	3,021.02	18,818.51	42,091.33
Other Revenues		1,221,295.33			11,000,000.00
Total Revenues	18,340,823.46	37,668,130.49	34,477,245.81	17,996,785.84	26,095,838.92
EXPENDITURES					
Expenditures	13,739,492.75	15,799,116.91	1,253,097.49	1,062,671.68	5,694,735.24
Total Expenditures	13,739,492.75	15,799,116.91	1,253,097.49	1,062,671.68	5,694,735.24
REVENUES OVER (UNDER) EXPENDITURES					
	4,601,330.71	21,869,013.58	33,224,148.32	16,934,114.16	20,401,103.68
Fund Balance, Beginning of Year	34,360,180.88	38,961,511.59	60,830,525.17	94,054,673.49	110,988,787.65
Fund Balance, End of Year	38,961,511.59	60,830,525.17	94,054,673.49	110,988,787.65	131,389,891.33
Five-Year Revenue Test Using First In First Out Method					
Available Revenue Current Year	18,340,823.46	37,668,130.49	34,477,245.81	17,996,785.84	26,095,838.92
Available Revenue Prior Fiscal Year (2-yr Old Funds)	20,229,663.44	18,340,823.46	37,668,130.49	34,477,245.81	17,996,785.84
Available Revenue Prior Fiscal Year (3-yr Old Funds)	391,024.69	4,821,571.22	18,340,823.46	37,668,130.49	34,477,245.81
Available Revenue Prior Fiscal Year (4-yr Old Funds)			3,568,473.73	18,340,823.46	37,668,130.49
Available Revenue Prior Fiscal Year (5-yr Old Funds)				2,505,802.05	15,151,890.27
Available Revenue Greater than Five Prior Fiscal Years					
Total Revenue Available	38,961,511.59	60,830,525.17	94,054,673.49	110,988,787.65	131,389,891.33
Result: Five Year Revenue test met in accordance with Government Code 66001					

3. DEVELOPMENT FEE PROJECT IDENTIFICATION

The following table provides the information required by Government Code section 66006, subdivisions (b)(1)(E) and (b)(1)(F).

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees; and
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.


TABLE 4

Development Fee Project Identification as of June 30, 2024 (\$ millions)

Project Number	Project Name	Phase	Estimated Construction Dates			5-Yr Cost (FY18/19 – FY23/24)		Development Fees		
			Funding and Start	Open to Traffic	Project Closeout	Est Total Cost	Est Total Funding	Funding to Date	% Funded with Fees	
1	SR 4 Freeway Widening	Completed	2001	2016	2018	\$0.00	\$633.50	\$2.00	\$2.00	0.30%
2	SR 4 Bypass – Segment 1	Completed	2005	2008	2018	\$0.00	\$114.70	\$89.70	\$89.70	78.20%
2	SR160/SR 4 Interchange Connectors	Completed	2014	2016	2016	\$0.00	\$50.00	\$0.20	\$0.20	0.40%
3	SR 4 Bypass – Segment 2	Completed	1999	2002	2018	\$0.00	\$33.30	\$33.30	\$33.30	100%
3	Sand Creek Interchange	Completed	2013	2014	2015	\$0.00	\$43.80	\$5.80	\$5.80	13.20%
3	Mokelumne Overcrossing	Construction	2020	2024	2024	\$12.50	\$13.00	\$2.00	\$2.00	15.40%
4	SR 4 Bypass – Segment 3	Completed	2006	2008	2018	\$0.00	\$90.40	\$90.40	\$90.40	100%
4	Balfour Road Interchange	Closeout	2016	2018	2023	\$16.80	\$74.00	\$26.00	\$26.00	35.10%
5	Laurel Road Extension	Completed	2007	2008	2015	\$0.00	\$22.60	\$22.60	\$22.60	100%
11	Vasco Road Improvements (Phase 1)	Completed	2008	2010	2011	\$0.00	\$32.00	\$32.00	\$32.00	8.40%
16	James Donlon Ext (Antioch)	Completed	2004	2005	2005	\$5.00	\$5.00	\$5.00	\$5.00	100%
23	John Muir Parkway	Completed	2018	2019	2020	\$0.00	\$3.60	\$3.60	\$3.60	100%
26	eBART to Hillcrest Ave	Completed	2014	2018	2020	\$11.30	\$513.00	\$35.00	\$35.00	6.80%
27	Sand Creek Rd Ext	Construction	2022	Various	2025	\$5.20	\$40.32	\$12.50	\$5.20	31.00%
	TOTAL					\$50.80	\$1,669.22	\$355.10	\$352.80	21.27%

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

DATE: March 13, 2025

TO: Board of Directors
FROM: Dale Dennis, Program Manager 
SUBJECT: Approve Cooperative Agreement with the City of Oakley and Appropriation Resolution No. 25/01 for the East Cypress Road Widening Project

Recommendation: Staff recommends the Board take the following actions:

1. **APPROVE** an updated March 2025 ECCRFFA Strategic Plan adding the East Cypress Road Widening Project;
2. **APPROVE** the Cooperative Agreement with the City of Oakley related to providing ECCRFFA's share of the cost to construct the East Cypress Road Widening 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
3. **ADOPT** Appropriation Resolution No. 25/01 appropriating \$21,702,720 for the City of Oakley to complete the construction phase of the Project.

Discussion:

The City of Oakley (City) has submitted a request for appropriation of funds (Attachment A) for the portion of the East Cypress Road Widening Project within the Oakley City Limits (Project). The Project will construct a new four-lane divided arterial roadway, from Jersey Island Road to Bethel Island Road. The City is the Project sponsor and is managing the construction phases of the Project.

ECCRFFA approved the June 2024 East Contra Costa County Regional Fee Program Update in June 2024, which determined ECCRFFA's proportional share of the cost of the Project. On June 13, 2024, the Board approved the nexus study, and all member agencies subsequently entered into an ECCRFFA JEP A amendment to update the fee program with the new projects in the nexus study, with no change to RTDIM fees charged by ECCRFFA. The June 2024 Program Update

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

determined that ECCRFFA RTDIM fee revenues can be used to fund 96% of the Project construction phase costs.

The Project will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEPAs, dated October 22, 2024 ("FIFTH JEPAs AMENDMENT"). The attached ECCRFFA March 2025 Strategic Plan ("STRATEGIC PLAN") adds the Project and commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: Project-related consultant/contractor costs related to construction management and construction (together, the "ELIGIBLE PROJECT COSTS"). The STRATEGIC PLAN (Attachment B) shows up to \$21,702,720 million in ECCRFFA funding for the Project. The attached Cooperative Agreement between ECCRFFA and the City of Oakley (Attachment C), defines the specific process by which the City of Oakley may request and obtain ECCRFFA funding.

Appropriation Resolution No. 25/01 (Attachment D) will appropriate up to \$21,702,720 for the Project for the City. This amount represents 96% of the estimated cost to construct the PROJECT. Appropriation Resolution No. 25/01, 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 STRATEGIC PLAN and Cooperative Agreement and adopt the attached Appropriation Resolution No. 25/01.

City of Oakley Appropriation Request
for the
East Cypress Road Widening Project

Shannon Shaw
Mayor
District 4

March 6, 2025

Hugh Henderson
Vice Mayor
District 2

East Contra Costa Regional Fee and Financing Authority
Attn: Dale Dennis
255 Glacier Drive
Martinez, CA 94553

Aaron Meadows
Councilmember
District 1

Send via email - dodennis@thecyberjungle.com

George Fuller
Councilmember
District 5

RE: Authorization and Allocation for East Cypress Road Widening
Between Jersey Island Road to Bethel Island Road - CIP No. 302

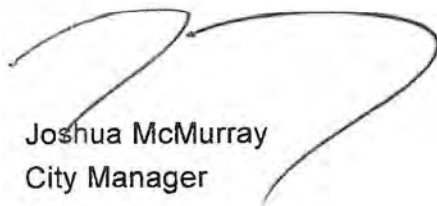
Anissa Williams
Councilmember
District 3

Dear Mr. Dennis,

The City of Oakley is requesting that the Authority allocate funds and authorize reimbursement for \$21,702,720 for the East Cypress Road widening between Jersey Island Road to Bethel Island Road Project – CIP No. 302 (“Project”).

Enclosed is the Work Plan and Budget for the Project. If you have any questions or need additional information, please contact Billilee Saengchalern at (925) 625-7154 or by email at saengchalern@ci.oakley.ca.us.

Sincerely,



Joshua McMurray
City Manager

Enclosure
Work Plan and Budget



WORK PLAN AND BUDGET

Project Name and General Description

EAST CYPRESS ROAD WIDENING BETWEEN JERSEY ISLAND ROAD TO BETHEL ISLAND ROAD – CIP 302

East Cypress Road Capital Improvement Project (CIP) 302 will construct a new four-lane divided arterial roadway between Jersey Island Road to Bethel Island Road. The project will widen the existing two-lane roadway in this segment of East Cypress Road. A portion of the existing roadway will remain as a frontage road that serves the existing properties along the south side of East Cypress Road.

Project Phase Description



CIP 302 is Phase 3 of a three-phased multi-year project to widen East Cypress Road. Phase 1 is CIP 247 between Knightsen Avenue to the Contra Costa Water District (CCWD) Canal. Phase 2 is CIP 310 which consists of undergrounding the CCWD Canal and widening at the East Cypress Road and Jersey Island Road intersection. CIP 302 is a continuation of the project to widen between Jersey Island Road to Bethel Island Road. The new East Cypress Road will be six lanes west of Jersey Island Road and four lanes east of Jersey Island Road. The overall project includes storm drain, water, sewer, median islands, landscaping, buffered bike lanes, sidewalks, streetlights, and 5 signalized intersections (4 new and 1 signal modification). Construction for Phase 1 began mid-July 2024 and is projected for completion in December of 2025. Construction for Phase 2 for the CCWD Canal undergrounding will begin April 2025 and be completed by the end of 2026. Phase 3 (CIP 302) will begin construction July 2025 and be completed by the end of 2026 weather permitting.

Work Completed

CIP 302 is 95% completed for design. The city is currently coordinating with various utility companies to finalize the design of this project. The project PS&E is anticipated to be completed by May 2025 and for the project to be advertised for construction. The City plans to award this project July 2025 and begin construction promptly.

Next Phase of Work

CON (Construction) – The PS&E bid documents is 95% and we plan to bring this project forward to construction. The engineer's total cost estimate is \$ 20,325,000 plus a \$2,032,000 contingency amount.

CON SRV (Construction Services) – The City of Oakley is providing staff to manage CIP 302 Construction Services for the East Cypress Road Widening between Jersey Island Road to Bethel Island Road in the anticipated cost of \$250,000. This estimate includes inspection services and material testing required for the project.

Funding Request Summary

The City of Oakley is requesting the Authority to allocate funds and authorize reimbursement of up to \$21,702,720 (96% of the estimated construction phase costs) for CIP 302 for the construction of East Cypress Road between Jersey Island Road to Bethel Island Road. The June 2024 Program Update determined that ECCRFFA RTDIM fee revenues can be used to fund 96% of the Project construction phase costs.

Project Cost and Funding Summary

See attached preliminary Engineer's Estimate

Project Cost:

<u>Project Phase</u>	<u>Cost</u>
PM (Project Management Design & Construction)	\$ 200,000
E (Environmental)	\$ 235,000
D(Design)*	\$ 310,000
ROW (ROW Capital & Services)**	\$ 0
UTIL (Utilities)	\$ 0
CON (Construction)	\$ 20,325,000
CON (Contingency)	\$ 2,032,000
CON SRV (Construction Services)	\$ 250,000
Total Project Cost	\$ 23,352,000

** Project was partially designed by the developer. Amount is the City's cost to complete the design of the project.*

*** Right of way is dedicated to the City as part of the City's Agreement with the Developer.*

Project Schedule

The following is the anticipated project schedule. See attached for a detailed project schedule for remaining tasks prior to bid.

Complete Design	May 2025
Utility Relocation Complete	N/A
ROW Acquisition	Completed
Begin Construction	July 2025
Construction Complete	December 2026 (Tentative)

March 2025
ECCRFFA Strategic Plan

MARCH 2025 ECCRFFA STRATEGIC PLAN

\$ thousands

Year of Expenditure (YOE) Dollars

DRAFT 03/13/2025

		Prior Years	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	TOTAL
REVENUE								
	ECCRFFA Fees		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	
Proj #	PROGRAMMED PROJECTS	Prior Years	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	TOTAL
	BART - East Contra Costa Rail Extension	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
26	eBART - Extension Beyond Hillcrest Avenue	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	Subtotal							
4	East County Corridors - Vasco Rd, SR4 Bypass, Byron Highway, Non Freeway SR4	\$28,700	\$300	\$0	\$0	\$0	\$0	\$29,000
	Balfour Rd I/C	\$28,700	\$300	\$0	\$0	\$0	\$0	\$29,000
	Subtotal							
	Major Streets, Traffic Flow and Safety Improvements							
12	Pittsburg-Antioch Highway (Antioch Segment)	\$0	\$38,000	\$0	\$0	\$0	\$0	\$38,000
17	West Leland Road Extension	\$0	\$33,500	\$0	\$0	\$0	\$0	\$33,500
27	Sand Creek Extension Project	\$5,234	\$7,266	\$0	\$0	\$0	\$0	\$12,500
44	East Cypress Road Widening Project	\$5,234	\$21,703	\$0	\$0	\$0	\$0	\$21,703
	Subtotal							
	Transporation for Livable Communities							
3	Mokelumne Trail Bicycle/Pedestrian Overcrossing	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	Subtotal							
	TOTAL ALL PROJECTS	\$36,884	\$103,819	\$0	\$0	\$0	\$0	\$143,469

ANNUAL ECCRFFA SHORTFALL (-) / SURPLUS (+)	(\$81,553)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
CUMULATIVE ECCRFFA SHORTFALL (-) / SURPLUS (+)	\$129,720	\$48,167	\$63,167	\$78,167	\$93,167	\$108,167	\$108,167

NOTE: \$71.5M is programmed / reserved for Project 15 (Pittsburgh-Antioch Highway (Antioch Segment) and Project 16 (West Leland Road Extension), which then allows other ECCRFFA Projects to be programmed and implemented.

Cooperative Agreement between ECCRFFA and City of Oakley

**COOPERATIVE AGREEMENT No. 44-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF OAKLEY**

*Relative to:
East Cypress Road Widening Project*

This Cooperative Agreement ("AGREEMENT") is entered into as of _____, 2025 ("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 Oakley ("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 East Cypress Road Widening Project ("PROJECT") in Contra Costa County. 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 June 13, 2024, which added the PROJECT to the RTDIM Fee Program.
- C. The PROJECT will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEP A, dated October 22, 2024 ("FIFTH JEP A AMENDMENT"). The ECCRFFA Strategic Plan, approved on March 13, 2025, ("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 construction management and construction (together, the "ELIGIBLE PROJECT COSTS").
- D. The CITY is managing the final design and construction processes for the PROJECT within the CITY. 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 the construction phase of the PROJECT. Each request for appropriation must detail the PROJECT 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) 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) 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 RTDIM funds, in the same proportion to the net proceeds as the original contribution of such RTDIM funds 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 to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected on or after October 22, 2024, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an

adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) to provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion. ECCRFFA's contribution of RTDIM funds shall not exceed ELIGIBLE PROJECT COSTS, whenever incurred, in accordance with the STRATEGIC PLAN. Upon ECCRFFA'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 ECCRFFA overall financial plan for the PROJECT.

2. To provide at least thirty (30) days' advance notice to the CITY if an audit is to be conducted.
3. To provide CITY copies of all future updates of the STRATEGIC PLAN. ECCRFFA 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 ECCRFFA'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) 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) 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 Oakley
ATTN: City Manager
3231 Main Street
Oakley, CA 94561

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.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) days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent.
- b. 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 OAKLEY

**EAST CONTRA COSTA FEE &
FINANCING AUTHORITY**

Joshua McMurray, City Manager

Dale Dennis, Program Manager

Attest:

Kim Snodgrass, City Clerk

Approved as to Form:

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

Derek Cole, City Attorney

By Stephen M. Siptroth
Assistant County Counsel

Attachments

Exhibit A	Description of the East Cypress Road Widening Project
Exhibit B	Compensation Schedule (Listing of Funding Resolutions)
Exhibit C	Method of Payment

**COOPERATIVE AGREEMENT No. 44-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF OAKLEY**

EXHIBIT A

DESCRIPTION OF THE PROJECT

The East Cypress Road Widening Project (Project) (CIP) 302 will construct a new four-lane divided arterial roadway between Jersey Island Road to Bethel Island Road. The Project will widen the existing two-lane roadway in this segment of East Cypress Road. A portion of the existing roadway will remain as a frontage road that serves the existing properties along the south side of East Cypress Road.

**COOPERATIVE AGREEMENT No. 44-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF OAKLEY**

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. 44-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF OAKLEY**

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 RTDIM 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 Construction-phase costs (i.e., construction and construction management) for the PROJECT. The City share of the ELIGIBLE PROJECT COSTS is 4% and the ECCRFFA share (regional) is 96%.

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 Oakley are to reimburse the City of Oakley 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 sixty (60) 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. 25/01
for the
East Cypress Road Widening Project

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

Antioch – Brentwood – Oakley – Pittsburg and Contra Costa County

APPROPRIATION RESOLUTION NO. 25/01

**A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING
AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE EAST CYPRESS ROAD
WIDENING PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 44-25
BETWEEN ECCRFFA
AND THE CITY OF OAKLEY (CITY)
FOR THE EAST CYPRESS ROAD WIDENING PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated March 13, 2025, (“Strategic Plan”) includes \$21,702,720 for the East Cypress Road Widening Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 44-25 regarding the funding of the PROJECT; and

WHEREAS, CITY has submitted a Request for Appropriation of Funds (“Request”) and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 44-25; 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. 44-25, and (2) the request is consistent with the most recent ECCRFFA Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AS FOLLOWS:

RESOLVED, that the Request is consistent with the Strategic Plan and Cooperative Agreement No. 44-25; and

RESOLVED, that 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, are hereby approved; and

Board of Directors:

Ron Bernal, City of Antioch - Chair
Susannah Myer, City of Brentwood - Vice Chair
Aaron Meadows, City of Oakley
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County

**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. 44-25, but, unless ECCRFFA determines additional funds are available, 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 June 30, 2027; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 44-25, 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 13th day of March, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

Ron Bernal, City of Antioch - Chair
Susannah Myer, City of Brentwood - Vice Chair
Aaron Meadows, City of Oakley
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/01**

Date: March 13, 2025

Amount of Funds: \$21,702,720

Appropriated to: City of Oakley

Specific Project: East Cypress Road Widening Project located within the City of Oakley (Project)

Appropriated For: Construction Phase Costs, including Construction Management, and Construction for Project.

Scope of Work: Construction Phase, including Construction Management and Construction for the Project.

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected on or after October 22, 2024, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted 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 regional share of the Project Construction Phase Costs is 96% of the actual Construction Phase Costs and may be more or less than the allocation of \$21,702,720. If the costs come in higher than \$21,702,720, the City of Oakley would need to return to ECCRFFA to request additional funding.
3. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 44-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/01**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on March 13, 2025, for the entire East Cypress Road Widening Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$21,702,720
Total	\$21,702,720
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are \$21,702,720.	
Resolution Adopted:	03/13/2025
Appropriation Resolution No:	25/01
Coop Agreement No:	44-25
Project Sponsor:	City of Oakley
Resolution Amount:	\$21,702,720

**ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/01**

**COOPERATIVE AGREEMENT No. 44-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF OAKLEY**

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
East Cypress Road Widening Project	25/01	3/13/2025	\$21,702,720	\$21,702,720

TOTAL FUNDS APPROPRIATED:	\$21,702,720
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**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

DATE: March 13, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager



SUBJECT: Resolution No. 25/02 for an ECCRFFA Interfund Transfer

Recommendation: **ADOPT** Resolution No. 25/02 for the ECCRFFA Interfund Transfer No. 2025-01 in the amount of \$17 million from ECCRFFA funds collected prior to October 22, 2024 to fund the East Cypress Road Widening Project and **AUTHORIZE** the Secretary or designee to sign the Resolution No. 25/02 on behalf of the Authority.

Background and Discussion:

The East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) imposes regional transportation demand impact mitigation (“RTDIM”) fees on new development within its jurisdiction. RTDIM fee revenue is used to fund ECCRFFA’s proportional share of the cost of projects within the ECCRFFA fee program, in accordance with the ECCRFFA Joint Exercise of Powers Agreement, as amended (“JEPA”).

Effective October 22, 2024 (“Amendment Effective Date”), ECCRFFA’s member agencies approved a Fifth Amendment to the JEPA, to add 18 new projects to the ECCRFFA fee program, and to make other changes to the fee program. The Fifth Amendment is based on the East Contra Costa Regional Fee Program Update dated June 2024 (“Fee Program Update”), that determined ECCRFFA’s proportional share of the cost of each of the new projects.

The East Cypress Road Widening Project (the “Project”), within the City of Oakley, is one of the 18 new projects added to the fee program by the Fifth Amendment to the JEPA. The Project includes construction of a four-lane divided arterial roadway, from Jersey Island Road to Bethel Island Road. The Project will widen the existing two-lane roadway in this segment of East Cypress Road. A portion of the existing roadway will remain as a frontage road that serves the

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

existing properties along the south side of East Cypress Road. The Fee Program Update determined that ECCRFFA is responsible for paying ninety-six percent (96%) of the cost to construct the Project using RTDIM fee revenues. The City of Oakley is responsible for the remaining four percent (4%) of Project construction costs.

The City of Oakley is prepared to proceed with the construction phase of the Project. The City of Oakley requires ECCRFFA funding for the Project in the amount of \$21,702,720, consistent with the Fee Program Update and in accordance with a cooperative agreement. ECCRFFA has only collected \$4.6 million in RTDIM fee revenue since the Amendment Effective Date to fund ECCRFFA's proportional share of the cost of the Project. The City of Oakley does not have sufficient funds to complete the Project and be reimbursed by ECCRFFA as RTDIM fee revenues are collected in the future.

ECCRFFA has approximately \$134.6 million in RTDIM fee revenues collected prior to the Amendment Effective Date, which can be used to fund projects that were on the ECCRFFA project list prior to the Amendment Effective Date. ECCRFFA has sufficient RTDIM fee revenues to make an interfund transfer in the amount of \$17 million from RTDIM fee revenue collected before the Amendment Effective Date to fund the Project. The interfund transfer can be restored from RTDIM fee revenue collected after the Amendment Effective Date until the interfund transfer is fully restored.

Making an interfund transfer of \$17 million from RTDIM fee revenue collected prior to the Amendment Effective Date will not prevent ECCRFFA from funding other projects in accordance with its March 13, 2025 Strategic Plan. Staff recommends the Board approve an interfund transfer in the amount of \$17 million (Interfund Transfer No. 2025-01) to provide funding for Project.

RESOLUTION NO. 2025/02
AUTHORIZING INTERFUND TRANSFER NO. 2025-01 FOR THE
EAST CYPRESS ROAD WIDENING PROJECT

The Board of Directors of the East Contra Costa Regional Fee and Financing Authority FINDS, as follows:

- A. The East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) imposes regional transportation demand impact mitigation (“RTDIM”) fees on new development within its jurisdiction. RTDIM fee revenue is used to fund ECCRFFA’s proportional share of the cost of projects within the ECCRFFA fee program, in accordance with the ECCRFFA Joint Exercise of Powers Agreement, as amended (“JEPA”).
- B. Effective October 22, 2024 (“Amendment Effective Date”), ECCRFFA’s member agencies approved a Fifth Amendment to the JEPA, to add 18 new projects to the ECCRFFA fee program, and to make other changes to the fee program. The Fifth Amendment is based on the East Contra Costa Regional Fee Program dated June 2024 (“Fee Program Update”), that determined ECCRFFA’s proportional share of the cost of each of the new projects.
- C. The East Cypress Road Widening Project (the “Project”), within the City of Oakley, is one of the 18 new projects added to the fee program by the Fifth Amendment to the JEPA. The Project includes construction of a four-lane divided arterial roadway, from Jersey Island Road to Bethel Island Road. The Project will widen the existing two-lane roadway in this segment of East Cypress Road. A portion of the existing roadway will remain as a frontage road that serves the existing properties along the south side of East Cypress Road. The Fee Program Update determined that ECCRFFA is responsible for paying ninety-six percent (96%) of the cost to construct the Project using RTDIM fee revenues. The City of Oakley is responsible for the remaining four percent (4%) of Project construction costs.
- D. The City of Oakley is prepared to proceed with the construction phase of the Project. The City of Oakley requires ECCRFFA funding for the Project in the amount of \$21,702,720, consistent with the Fee Program Update and in accordance with a cooperative agreement. ECCRFFA has only collected \$4.6 million in RTDIM fee revenue since the Amendment Effective Date to fund ECCRFFA’s proportional share of the cost of the Project. The City of Oakley does not have sufficient funds to complete the Project and be reimbursed by ECCRFFA as RTDIM fee revenues are collected in the future.
- E. ECCRFFA has approximately \$134.6 million in RTDIM fee revenues collected prior to the Amendment Effective Date, which can be used to fund projects that were on the ECCRFFA project list prior to the Amendment Effective Date. ECCRFFA has sufficient RTDIM fee revenues to make an interfund transfer in the amount of \$17 million from RTDIM fee revenue collected before the Amendment Effective Date to fund the Project.

The interfund transfer can be restored using RTDIM fee revenue collected after the Amendment Effective Date until the transfer is fully restored.

- F. Making an interfund transfer of \$17 million from RTDIM fee revenue collected prior to the Amendment Effective Date will not prevent ECCRFFA from funding other projects in accordance with its March 13, 2025 Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Contra Costa Regional Fee and Financing Authority, as follows:

1. Interfund Transfer No. 2025-01. The Board approves and authorizes Interfund Transfer No. 2025-01, in the amount of \$17 million, from RTDIM fee revenues collected before the Amendment Effective Date, to fund ECCRFFA's proportional share of the construction-phase costs of the Project. The interfund transfer shall be restored using RTDIM fee revenues that ECCRFFA collects after the Amendment Effective Date. Because the interfund transfer is made within the ECCRFFA fee program, no interest shall accrue.
2. Reporting and Accounting. The Program Manager, or designee, shall report the interfund transfer in accordance with Government Code section 66006(b)(1) until the transfer is fully repaid. The Program Manager, or designee, shall account for transfer repayment and shall report to the Board of Directors upon the full repayment of the transfer.
3. Discretion Reserved. The Board of Directors reserves its discretion to approve the use RTDIM fee revenues for any lawful purposes. The obligation to restore the interfund transfer shall not prevent the Board of Directors from programming RTDIM fee revenues for other projects on the ECCRFFA project list, nor shall it prevent the use of RTDIM fee revenues for any other lawful purpose of ECCRFFA.

APPROVED by the following vote of the Board of Directors:

AYES:

NOES:

ABSENT:

ABSTAIN:

Secretary/Designee