

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

Antioch – Brentwood – Contra Costa County – Oakley – Pittsburg

A JOINT EXERCISE OF POWERS AGENCY

255 Glacier Drive, Martinez, CA 94553

**AGENDA
Board of Directors**

**Thursday, June 12, 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 919 9658 5990 Passcode: 132304

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

[Join Zoom Meeting Here](#)

Meeting ID: 919 9658 5990 Passcode: 132304

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

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

Board of Directors:

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

Authority Staff Office:

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

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

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A JOINT EXERCISE OF POWERS AGENCY

255 Glacier Drive, Martinez, CA 94553

**Agenda
June 12, 2025**

1. Call to Order
2. Public Comment
3. Consent Items
 - A. **APPROVE** minutes of the March 2025, meeting (April and May 2025 meetings cancelled).
 - B. **APPROVE** FY 2024/25 End of the Year Budget.
 - C. **APPROVE** FY 2025/26 Budget.
 - D. **West Leland Road Extension and Pittsburg-Antioch Highway Widening Projects**: Staff recommends the Board take the following actions:
 - i. **APPROVE** an updated June 2025 ECCRFFA Strategic Plan No. 1 updating the funding amounts for the West Leland Road Extension Project and Pittsburg-Antioch Highway Widening Project;
 - ii. **APPROVE** the Cooperative Agreements with the City of Pittsburg related to providing ECCRFFA funding for the West Leland Road Extension Project and Pittsburg-Antioch Highway Widening Project; and **AUTHORIZE** the Secretary, or designee, to execute the Cooperative Agreements 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 Resolutions No. 25/03 and No. 25/04 appropriating \$33,380,000 for the West Leland Road Extension Project and appropriating \$38,080,000 for the Pittsburg-Antioch Highway Widening Project.
 - E. **APPROVE** Amendment to agreement with Anita Tucci-Smith. – Minute Taking Services for the Authority, to extend the termination date from June 30, 2025 to a new termination date of June 30, 2026, with no change in payment limit.
 - F. **APPROVE** an amendment to the Consulting Services Agreement between the Authority and Fehr and Peers, to increase the payment limit by \$50,000, and to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, to provide technical support (no attachment).

Board of Directors:

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Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County
Ron Bernal, City of Antioch

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**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

- G. **APPROVE** an amendment to the Consulting Services Agreement between the Authority and L. Lucy Owens, to increase the payment limit by \$48,000, and to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, to provide right of way services and staff support to the Program Manager (no attachment).
- H. **APPROVE** an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$189,020, and to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, for continued program management services, and **AUTHORIZE** the Secretary, or designee, to execute the amendment on behalf of the Authority.

4. Determination

- A. **ECCRFFA Project Prioritization:** Staff recommends the Board take the following actions:
- i. **APPROVE** the ECCRFFA Priority Projects, including funding allocations for project development activities, as well as construction funding for the Vasco Road – Phase 2 and California Avenue projects;
 - ii. **APPROVE** the updated June 12, 2025 ECCRFFA Strategic Plan No. 2 that includes the ECCRFFA Priority Projects;
 - iii. **ADOPT** Resolution No. 25/05 to approve ECCRFFA Interfund Transfer No. 2025-02 in the amount of \$9 million from ECCRFFA funds collected prior to October 22, 2024, to fund the project development activities for Priority Projects, and **AUTHORIZE** the Secretary or designee to sign Resolution No. 25/05 on behalf of the Authority.
 - iv. **DIRECT** the Program Manager to work with the Member Agencies to execute ECCRFFA standard cooperative agreements and **ADOPT** Appropriation Resolutions Nos. 25/06 through 25/11 to allocate funding for project delivery activities for ECCRFFA Priority Projects, and **AUTHORIZE** the Program Manager to sign the ECCRFFA standard cooperative agreements.
 - v. **AUTHORIZE** the Program Manager to negotiate and execute an ECCRFFA standard reimbursement agreement with the City of Pittsburg to reimburse the City \$3.56 million for ECCRFFA's share of the California Avenue project.

Board of Directors:

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

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REGIONAL FEE AND FINANCING AUTHORITY**

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A JOINT EXERCISE OF POWERS AGENCY

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5. Boardmember Comments

6. Adjournment

The Authority will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Staff at least 24 hours before the meeting, at (925) 595-4587. Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the East Contra Costa Regional Fee and 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:

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Aaron Meadows, City of Oakley – Vice Chair
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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

March 13, 2025

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 Chair Ron Bernal at 8:28 P.M.

ROLL CALL

PRESENT: Aaron Meadows (Oakley), Vice Chair Susannah Meyer (Brentwood) and Chair Ron Bernal (Antioch)

ABSENT: Juan Banales (Pittsburg) and Diane Burgis (Contra Costa County)

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

ELECTION OF OFFICERS

Program Manager Dale Dennis described the typical rotational change of officers and reported that if the Board chose to use that same practice, the Brentwood City Council representative would be the Chair and the Oakley City Council representative would be the Vice Chair of the East Contra Costa Regional Fee and Financing Authority for 2025.

On motion by Director Bernal, seconded by Director Meadows, ECCRFFA elected ***Susannah Meyer*** as the Chair and ***Aaron Meadows*** as the Vice Chair of the East Contra Costa Regional Fee and Financing Authority for 2025, by the following Roll Call vote:

AYES: Bernal, Meadows, Meyer
NOES: None
ABSTAIN: None
ABSENT: Banales, Burgis

PUBLIC COMMENT

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

CONSENT ITEMS

On motion by Director Bernal, seconded by Chair Meyer, the Authority adopted the Consent Calendar, as follows:

- A. APPROVED minutes of the August 8, 2024 meeting (September, October, November, December 2024, and January and February 2025 meetings cancelled).
- B. **Sand Creek Road Extension Project.** APPROVED 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 AUTHORIZED the Secretary, or designee, to execute the Agreement on behalf of ECCRFFA.
- C. **AB 1600 Report.** APPROVED the ECCRFFA AB 1600 Report for period ending June 30, 2024.

The motion carried by the following vote:

AYES: Bernal, Meadows, Meyer
NOES: None
ABSTAIN: None
ABSENT: Banales, Burgis

DETERMINATION

- A. **East Cypress Road Widening Project.** Staff recommended that 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 the staff report dated March 13, 2025 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.

Program Manager Dennis advised the City of Oakley had requested an appropriation of funds to construct the East Cypress Road Widening Project within its City Limits.

The funds would provide ECCRFFA's share of the cost to construct a new four-lane divided roadway at East Cypress Road. The project was at the 95 percent design phase, was expected to be completed in May 2025, and would start construction in July 2025.

Oakley Councilmember George Fuller recognized the work done by Mr. Dennis with respect to the East Cypress Road Widening Project that would provide evacuation access to the region and to the City of Oakley as well as to Bethel Island. He added that bike lanes had also been included in the project.

PUBLIC COMMENTS

BRUCE 'OLE' OHLSON, aka Mr. Bicycle, stated the bicycle community thanked the City of Oakley for the inclusion of bike lanes in the project.

On motion by Director Bernal, seconded by Director Meyer, the Authority took the following actions to adopt the East Cypress Road Widening Project.

1. APPROVED an updated March 2025 ECCRFFA Strategic Plan adding the East Cypress Road Widening Project;
2. APPROVED 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 AUTHORIZED the Secretary, or designee, to execute the Cooperative Agreement on behalf of the Authority substantially in the form attached to the staff report dated March 13, 2025, inclusive of any non-substantive changes negotiated by the Secretary, or designee; and
3. ADOPTED Appropriation Resolution No. 25/01 appropriating \$21,702,720 for the City of Oakley to complete the construction phase of the project.

The motion carried by the following vote:

AYES: Bernal, Meadows, Meyer

NOES: None

ABSTAIN: None

ABSENT: Banales, Burgis

- 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.

Mr. Dennis stated this item related to the East Cypress Road Widening Project included in the latest ECCRFFA Fee Program. The Board of Directors had approved the update in June 2024, which added 18 projects into the Fee Program; one of those being the East Cypress Road Widening Project, and all the member agencies had adopted it and revised their ordinances and resolutions accordingly. The last member agency to take action and approve the amendment to the JEPA, which included all 18 projects, did so on October 22, 2024. Funds collected from October 22, 2024, could be used to deliver the new 18 projects and construction of the East Cypress Road Widening Project could be funded through an interfund transfer of \$17 million from Regional Transportation Demand Impact Mitigation (RTDIM) Fees collected prior to October 22, 2024. Over time, the \$17 million would be paid back to the old fund with RTDIM fees collected from October 22, 2024. Staff recommended that the Board adopt the resolution to allow for the interfund transfer.

In response to questions, Mr. Dennis advised that the transfer would not delay any other project. He described the background of how the funds were managed and dedicated, particularly in relation to the James Donlon Boulevard Extension Project, which had been delayed and which had been replaced by two other projects selected by the City of Pittsburgh. He reported that the interfund transfer was expected to be paid back with current revenues within 18 months.

Mr. Dennis also verified that the Laurel Road to Sand Creek Road Widening Project was currently in the ECCRFFA program, as was a project to provide landscaping through the corridor. He added that he would be working with the Public Works Directors of the member agencies to develop criteria to prioritize ECCRFFA projects.

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

On motion by Chair Meyer, seconded by Director Bernal, the Authority ADOPTED 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 AUTHORIZED the Secretary, or designee, to sign the Resolution No. 25/02 on behalf of the Authority. The motion carried by the following vote:

AYES: Bernal, Meadows, Meyer

NOES: None

ABSTAIN: None

ABSENT: Banales, Burgis

BOARDMEMBER COMMENTS

There were no Boardmember comments.

ADJOURNMENT

Chair Meyer adjourned the meeting of the East Contra Costa Regional Fee and Financing Authority at 8:45 P.M. to Thursday, April 10, 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: June 12, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager

DD

SUBJECT: End of Year FY 2024/25 Work Plan and Budget

Recommendation: **APPROVE** the End of Year FY 2024/25 Work Plan and Budget.

Discussion:

Staff recommends the Board approve the attached FY2024/25 Work Plan and Budget.

ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ____ **OTHER**____

VOTE OF DIRECTORS

_____ UNANIMOUS (ABSENT _____)

AYES:_____ **NOES:** _____

ABSENT:_____ **ABSTAIN:** _____

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

ATTESTED _____

Secretary to the Authority

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

EOY

WORK PLAN AND BUDGET FOR FISCAL YEAR 2024/25

Fiscal Year Budget

Summary of Estimated Revenue

TOTAL Available Funds at beginning of fiscal year	\$ 129,427,686
Estimated Revenue	Projected Revenues
Regional Transportation Fees	13,000,000
Interest	30,000
Subtotal	\$ 13,030,000

TOTAL ESTIMATED FUNDS AVAILABLE THROUGH 6/30/25

\$ 142,457,686

Summary of Estimated Expenditures

	Estimated Expenses
1 ECCRFFA General	320,000
Subtotal	\$ 320,000
2 State Route 4 Bypass Program	
A. General	180,000
B. Segment 1	0
C. Segment 2	3,550,000
D. Segment 3	250,000
Subtotal	\$ 3,980,000
TOTAL	\$ 4,300,000

TOTAL ESTIMATED EXPENDITURES THROUGH 6/30/25

\$ 4,300,000

TOTAL ESTIMATED REVENUES LESS EXPENDITURES

\$ 138,157,686

**Fiscal Year
Budget**

**EOY
Fiscal Year
Budget**

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY WORK PLAN AND BUDGET FOR FISCAL YEAR 2024/25

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

State Route 4 Bypass - General Program No. 60725				
WORK ORDER	ITEM		FY Budget	EOY Budget
4409	Project Management / Admin.	Management of SR4BP Program. (Staff time, including audit, accounting, county counsel and administrative support)	80,000	100,000
4410	Risk Management	Maintain a risk management program. Budget includes payment of policy insurance premium for the SR4BPA for \$10M of coverage.	20,000	20,000
4414	SR4 Transfer and R/W Activities	ROW staff and consultants will continue working with Caltrans on the completion and submittal of records and documents for the transfer of Bypass to Caltrans, complete and record of Survey and and other R/W activities.	30,000	30,000
4444	Property Management & Maintenance	Property management activities related to SR4BPA parcels not transferred to Caltrans. Includes property at SW quadrant of Sand Creek IC area and others. Includes maintenance activities on an as-needed basis , including - debris removal, fence repair, and weed abatement. Also, ongoing DTSC review costs for former gun club property.	30,000	30,000
State Route 4 Bypass Program No. 60725 - General Subtotal			\$ 160,000	\$ 180,000

**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY
WORK PLAN AND BUDGET FOR FISCAL YEAR 2024/25**

Fiscal Year Budget	EOY Fiscal Year Budget
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State Route 4 Bypass: Segment 2 Program No. 60434				
WORK ORDER	ITEM		FY Budget	EOY Budget
N/A	Sand Creek Extension Project	Reimbursement to the City of Brentwood for the environmental documentation, design and construction of the Sand Creek Extension Project. Also Includes reimbursement to GBN Partners LLC for construction of a portion of roadway.	1,400,000	3,500,000
4499	Mokelumne Pedestrian and Bicycle Overcrossing	Right of way / Construction Mokelumne Pedestrian and Bicycle Overcrossing of SR4	50,000	50,000
State Route 4 Bypass: Segment 2 - Program No. 60435 Subtotal			\$ 1,450,000	\$ 3,550,000
State Route 4 Bypass: Segment 3 Program No. 60436				
WORK ORDER	ITEM		FY Budget	EOY Budget
4425, 4497	Balfour Road Design and Utility Relocation	CCTA is responsible for project for design, utility relocation and construction activities. SR4BA is responsible for R/W acquisition. Any ROW activities related to CCWD, will be reimbursed by CCWD.	150,000	250,000
State Route 4 Bypass: Segment 3 - Program No. 60436 Subtotal			\$ 150,000	\$ 250,000
TOTAL EXPENDITURES			\$ 2,080,000	\$ 4,300,000

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

DATE: June 12, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager *DD*

SUBJECT: FY 2025/26 Work plan and Budget

Recommendation: **APPROVE** the FY2025/26 Work Plan and Budget.

Discussion:

Staff recommends that the Board approve the attached FY 2025/26 Work Plan and Budget. The primary focus for ECCRFFA in FY 2025/26 will be the delivery of the following projects:

- Balfour Road Interchange Project – Closeout and R/W Transfer
- Mokelumne Bicycle/Pedestrian Overcrossing Project – Closeout and R/W Transfer
- Sand Creek Road Extension Project
- West Leland Road Extension Project
- Pittsburg-Antioch Highway Widening Project

ACTION OF BOARD ON _____

APPROVED AS RECOMMENDED ____ **OTHER**____

VOTE OF DIRECTORS

_____ **UNANIMOUS (ABSENT** _____)

AYES: _____ **NOES:** _____

ABSENT: _____ **ABSTAIN:** _____

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

ATTESTED _____
Secretary to the Authority

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY**WORK PLAN AND BUDGET FOR FISCAL YEAR 2025/26**

Fiscal Year Budget

Summary of Estimated Revenue

TOTAL Estimated Available Funds at beginning of fiscal year		\$ 138,158,000
<i>Estimated Revenue</i>	Projected Revenues	
Regional Transportation Fees		15,000,000
Interest		30,000
Subtotal	\$	15,030,000

TOTAL ESTIMATED FUNDS AVAILABLE THROUGH 6/30/26	\$ 153,188,000
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Summary of Estimated Expenditures

	Estimated Expenses
1 ECCRFFA General	4,300,000
Subtotal	\$ 4,300,000
2 State Route 4 Bypass Program	
A. General	180,000
B. Segment 1	0
C. Segment 2	1,450,000
D. Segment 3	150,000
Subtotal	\$ 1,780,000
TOTAL	\$ 6,080,000

TOTAL ESTIMATED EXPENDITURES THROUGH 6/30/26	\$ 6,080,000
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TOTAL ESTIMATED REVENUES LESS EXPENDITURES	\$ 147,108,000
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**EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY
WORK PLAN AND BUDGET FOR FISCAL YEAR 2025/26**

ECCRFFA Program - General Program No. 60730			
WORK ORDER	ITEM	Item Description	FY Budget
4085	Administration	Management of ECCRFFA program, including audit report .	200,000
4103	Strategic Planning	Preparation of planning document(s) using a combination of staff and consultant effort.	100,000
	West Leland Road Extension Project	Fund a portion of the West Leland Road Extension Project	2,000,000
—	Pittsburg-Antioch Highway Widening Project	Fund a portion of the Pittsburg-Antioch Highway Widening Project	2,000,000
ECCRFFA Program No. 60730 - General Subtotal			\$ 4,300,000

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

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY WORK PLAN AND BUDGET FOR FISCAL YEAR 2025/26

State Route 4 Bypass: Segment 2			
Program No. 60434			
WORK ORDER	ITEM		FY Budget
N/A	Sand Creek Extension Project	Reimbursement to the City of Brentwood for the environmental documentation, design and construction of the Sand Creek Extension Project.	1,400,000
4499	Mokelumne Pedestrian and Bicycle Overcrossing	Right of way / Construction Mokelumne Pedestrian and Bicycle Overcrossing of SR4	50,000
State Route 4 Bypass: Segment 2 - Program No. 60435 Subtotal			\$ 1,450,000
State Route 4 Bypass: Segment 3			
Program No. 60436			
WORK ORDER	ITEM		FY Budget
4425, 4497	Balfour Road Design and Utility Relocation	CCTA is responsible for project for design, utility relocation and construction activities. SR4BA is responsible for R/W acquisition. Any ROW activities related to CCWD, will be reimbursed by CCWD.	150,000
State Route 4 Bypass: Segment 3 - Program No. 60436 Subtotal			\$ 150,000
TOTAL EXPENDITURES			\$ 6,080,000

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

DATE: June 12, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager

DD

SUBJECT: Approve Cooperative Agreements with the City of Pittsburg and Appropriation Resolutions No. 25/03 and 25/04 for the West Leland Road Extension Project and Pittsburg-Antioch Highway Widening Project

Recommendation: Staff recommends the Board take the following actions:

1. **APPROVE** an updated June 2025 ECCRFFA Strategic Plan No. 1 (Attachment B) updating the funding amounts for the West Leland Road Extension Project and Pittsburg-Antioch Highway Widening Project;
2. **APPROVE** the Cooperative Agreements with the City of Pittsburg related to providing ECCRFFA funding for the West Leland Road Extension Project and Pittsburg-Antioch Highway Widening Project (Attachment C); and **AUTHORIZE** the Secretary, or designee, to execute the Cooperative Agreements 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 Resolutions No. 25/03 and No. 25/04 appropriating \$33,380,000 for the West Leland Road Extension Project and appropriating \$38,080,000 for the Pittsburg-Antioch Highway Widening Project (Attachment D).

Discussion:

The City of Pittsburg (City) has submitted a request for appropriation of funds (Attachment A) for the West Leland Road Extension Project and the Pittsburg-Antioch Highway Widening Project. These projects were substituted by the City for the James Donlon Extension Project.

The West Leland Road Extension Project will extend West Leland Road, from its current terminus near Santa Teresa Drive in a westerly direction to Avila Road, hence providing connectivity from Pittsburg to Concord City limits. The new road will be 4 lanes with a raised median and sidewalks.

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 project will accommodate bicycle facilities where appropriate. The City is the Project Sponsor and is managing the delivery of the project.

This Pittsburg-Antioch Highway Widening Project will consist of widening the Pittsburg-Antioch Highway, from Loveridge Road to eastern City limits at Arcy Lane, from 2-lanes to 4-lanes. The project will accommodate Class II bicycle lanes where appropriate, sidewalks, and a raised landscaped median with a center storage lane for left turns in front of businesses (2WLTl) where applicable. The City is the Project Sponsor and is managing the delivery of the project.

Both projects were included in ECCRFFA's 2005 East County Fee Program Update, with 100% of the project costs eligible for ECCRFFA RTDIM fee contributions. The ECCRFFA June 2025 Strategic Plan No. 1 (Attachment B) shows up to \$33,380,000 for the West Leland Road Extension Project and up to \$38,080,000 for the Pittsburg-Antioch Highway Widening Project. The attached Cooperative Agreements between ECCRFFA and the City (Attachment C) define the specific process by which the City may request and obtain ECCRFFA funding for each project.

Appropriation Resolutions No. 25/03 and No. 25/04 (Attachment D) will appropriate \$33,380,000 for the West Leland Road Extension Project and will appropriate \$38,080,000 for the Pittsburg-Antioch Highway Widening Project. These amounts represent 100% of the estimated cost to deliver the projects, consistent with ECCRFFA's funding obligations. RTDIM funding has been set aside to fund these projects.

Staff recommends the Board approve the attached ECCRFFA June 2025 Strategic Plan No. 1 and Cooperative Agreements, and adopt the attached Appropriation Resolutions No. No. 25/03 and No. 25/04.

Attachments:

Attachment A: City of Pittsburg Appropriation Requests for the West Leland Road Extension and Pittsburg-Antioch Highway Widening Projects

Attachment B: June 2025 ECCRFFA Strategic Plan No. 1

Attachment C: Cooperative Agreements

Attachment D: Appropriation Resolutions No. 25/03 and No. 25/04

City of Pittsburgh Appropriation Requests
for the
West Leland Road Extension and Pittsburgh-
Antioch Highway Widening Projects

City of Pittsburgh Appropriation Request
for the
West Leland Road Extension Project



City of Pittsburg
California

65 Civic Avenue
Pittsburg, CA 94565
P: (925) 252-6900
F: (925) 252-4814

pittsburgca.gov

March 10, 2025

Mr. Dale Dennis
East Contra Costa Regional Fee and Financing Authority
225 Glacier Drive
Martinez, CA 94553-4825
dale.dennis@pw.cccounty.us – *transmitted via email*

**Re: Authorization and Allocation for West Leland Road Extension Project, CIP
Project No. 3038**

Dear Mr. Dennis,

The City of Pittsburg is requesting that the Authority allocate funds and authorize reimbursement of **\$33,380,000** for the West Leland Road Extension ("Project").

Enclosed is the Work Plan for the Project. If you have any questions or require additional information, please feel free to contact me at (925) 252-4115 or mmena@pittsburgca.gov.

Respectfully submitted,

Mariana Mena, PE
Senior Civil Engineer
City of Pittsburg | Engineering Division

Enclosure: Work Plan

Work Plan

Project Summary

Project Name and General Description

West Leland Road Extension, CIP Project 3038

This project will extend West Leland Road from its current terminus near Santa Teresa Drive in a westerly direction to Avila Road hence providing connectivity from Pittsburg to Concord City limits. The new road will be 4 lanes with a raised median and sidewalks. The project will accommodate bicycle facilities where appropriate.

Work Completed

This project is at a preliminary design phase and only conceptual plans have been developed, see attached. As part of the preliminary engineering design phase, BKF Engineers will be the design consultant on-board. This consultant was chosen via an RFP through our on-call design engineering selection process.

Construction Phase

The design and construction phase of this project is expected to take 3 years from the time the design agreement is executed with BKF Engineers.

Funding Request Summary

The funding is requested for the design and construction phases of the project.

Project Cost and Funding Summary

Project costs are shown on the table below.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
1101	Staff Time			\$ 160,000	\$ 110,000	\$ 1,100,000	\$ 30,000		\$ 1,400,000
2122	Design			\$ 1,656,000	\$ 1,104,000				\$ 2,760,000
2281	Construction					\$ 27,500,000	\$ 320,000		\$ 27,820,000
2372	Administrative Overhead			\$ 160,000	\$ 110,000	\$ 1,100,000	\$ 30,000		\$ 1,400,000
TOTAL					\$ 1,324,000	\$ 29,700,000	\$ 380,000		\$ 33,380,000
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
Unfunded				\$ 33,380,000					\$ 33,380,000
TOTAL				\$ 33,380,000					\$ 33,380,000

Project Schedule

Project Schedule is shown below.

Item Description	Anticipated Schedule
Contract Design Agreement w/BKF	June 2025
Final 100% Design PS&E Packet	April 2027
Bid Opening	May 2027
Council Award	July 2027
Begin Construction	August 2027
Construction Completion	October 2028

City of Pittsburg Appropriation Request
for the
Pittsburg-Antioch Highway Widening
Project



City of Pittsburg
California

65 Civic Avenue
Pittsburg, CA 94565
P: (925) 252-6900
F: (925) 252-4814

pittsburgca.gov

March 10, 2025

Mr. Dale Dennis
East Contra Costa Regional Fee and Financing Authority
225 Glacier Drive
Martinez, CA 94553-4825
dale.dennis@pw.cccounty.us – *transmitted via email*

**Re: Authorization and Allocation for Pittsburg-Antioch Highway Widening Project,
CIP Project No. 3039**

Dear Mr. Dennis,

The City of Pittsburg is requesting that the Authority allocate funds and authorize reimbursement of **\$38,080,000** for the Pittsburg-Antioch Highway Widening ("Project").

Enclosed is the Work Plan for the Project. If you have any questions or require additional information, please feel free to contact me at (925) 252-4115 or mmena@pittsburgca.gov.

Respectfully submitted,

Mariana Mena, PE
Senior Civil Engineer
City of Pittsburg | Engineering Division

Enclosure: Work Plan

Work Plan

Project Summary

Project Name and General Description

Pittsburg Antioch Highway Widening Project, CIP Project 3039

This project will consist of widening the Pittsburg-Antioch Highway from Loveridge Road to eastern City limits at Arcy Lane from 2-lanes to 4-lanes. The project will accommodate Class II bicycle lanes where appropriate, sidewalks, and a raised landscaped median with a center storage lane for left turns in front of businesses (2WLTL) where applicable.

Work Completed

This project is at a preliminary design phase and only conceptual plans have been developed, see attached. As part of the preliminary engineering design phase, BKF Engineers will be the design consultant on-board. This consultant was chosen via an RFP through our on-call design engineering selection process.

Construction Phase

The design and construction phase of this project is expected to take 3 years from the time the design agreement is executed with BKF Engineers.

Funding Request Summary

The funding is requested for the design and construction phases of the project.

Project Cost and Funding Summary

Project costs are shown on the table below.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
101	Staff Time			\$ 150,000	\$ 150,000	\$ 1,000,000	\$ 150,000		\$ 1,450,000
2122	Design			\$ 1,400,000	\$ 1,400,000				\$ 2,800,000
2281	Construction				\$ 3,510,000	\$ 28,520,000	\$ 350,000		\$ 32,380,000
2372	Administrative Overhead			\$ 150,000	\$ 150,000	\$ 1,000,000	\$ 150,000		\$ 1,450,000
TOTAL				\$ 1,700,000	\$ 5,210,000	\$ 30,520,000	\$ 650,000		\$ 38,080,000
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
Unfunded				\$ 38,080,000					\$ 38,080,000
TOTAL				\$ 38,080,000					\$ 38,080,000

Project Schedule

Project Schedule is shown below.

Item Description	Anticipated Schedule
Contract Design Agreement w/BKF	June 2025
Final 100% Design PS&E Packet	June 2027
Bid Opening	July 2027
Council Award	September 2027
Begin Construction	October 2027
Construction Completion	February 2029

June 2025

ECCRFFA Strategic Plan No. 1

JUNE 2025 ECCRFFA STRATEGIC PLAN NO. 1								
\$ thousands								
Year of Expenditure (YOE) Dollars				DRAFT 06/12/2025				
		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							
26	eBART - Extension Beyond Hillcrest Avenue	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	Subtotal	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	East County Corridors - Vasco Rd, SR4 Bypass, Byron Highway, Non Freeway SR4							
4	Balfour Rd I/C	\$28,700	\$300	\$0	\$0	\$0	\$0	\$29,000
	Subtotal	\$28,700	\$300	\$0	\$0	\$0	\$0	\$29,000
	Major Streets, Traffic Flow and Safety Improvements							
12	Pittsburg-Antioch Highway (Antioch Segment)	\$0	\$38,080	\$0	\$0	\$0	\$0	\$38,080
17	West Leland Road Extension	\$0	\$33,380	\$0	\$0	\$0	\$0	\$33,380
27	Sand Creek Extension Project	\$5,234	\$3,466	\$3,000	\$0	\$0	\$0	\$11,700
44	East Cypress Road Widening Project		\$21,703	\$0	\$0	\$0	\$0	\$21,703
	Subtotal	\$5,234	\$96,629	\$3,000	\$0	\$0	\$0	\$104,863
	Transporation for Livable Communities							
3	Mokelumne Trail Bicycle/Pedestrian Overcrossing	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	Subtotal	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	TOTAL ALL PROJECTS	\$36,884	\$99,979	\$3,000	\$0	\$0	\$0	\$142,629

ANNUAL ECCRFFA SHORTFALL (-) / SURPLUS (+)	(\$81,513)	\$15,000	\$15,000	\$15,000	\$15,000
CUMULATIVE ECCRFFA SHORTFALL (-) / SURPLUS (+)	\$129,720	\$48,207	\$63,207	\$78,207	\$93,207
	\$108,207				

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 Agreements between ECCRFFA and City of Pittsburgh

Cooperative Agreement
between
ECCRFFA and City of Pittsburg
for the
West Leland Road Extension Project

**COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

*Relative to:
West Leland Road Extension Project*

This Cooperative Agreement ("AGREEMENT") is entered into as of June 12, 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 Pittsburg ("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 West Leland Road Extension 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 JEPA") 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 JEPA, dated October 22, 2024 ("FIFTH JEPA AMENDMENT"). The ECCRFFA Strategic Plan, approved on June 12, 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 design and construction phases (together, the "ELIGIBLE PROJECT COSTS").
- D. The CITY is managing the environmental, 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, 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 Pittsburg
ATTN: City Manager
65 Civic Avenue
Pittsburg, CA 94565

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. Integration: 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 PITTSBURG

**EAST CONTRA COSTA FEE &
FINANCING AUTHORITY**

Garrett Evans, City Manager

Dale Dennis, Program Manager

Approved as to Form:

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

Donna Mooney, City Attorney

By Stephen M. Siptroth
Assistant County Counsel

Attachments

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

**COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT A

DESCRIPTION OF THE PROJECT

The West Leland Road Extension Project (Project) (CIP 3038) will extend West Leland Road from its current terminus near Santa Teresa Drive in a westerly direction to Avila Road, hence providing connectivity from Pittsburg to Concord City limits. The new road will be 4 lanes with a raised median and sidewalks. The project will accommodate bicycle facilities where appropriate.

**COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT B

COMPENSATION SCHEDULE

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

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

**COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

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 0% and the ECCRFFA share (regional) is 100%.

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 Pittsburgh are to reimburse the City of Pittsburgh 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.

Cooperative Agreement
between
ECCRFFA and City of Pittsburg
for the
Pittsburg-Antioch Highway Widening
Project

**COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

*Relative to:
Pittsburg-Antioch Highway Widening Project*

This Cooperative Agreement ("AGREEMENT") is entered into as of June 12, 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 Pittsburg ("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 Pittsburg-Antioch Highway 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 JEPA") 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 JEPA, dated October 22, 2024 ("FIFTH JEPA AMENDMENT"). The ECCRFFA Strategic Plan, approved on June 12, 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 the design and construction phases (together, the "ELIGIBLE PROJECT COSTS").
- D. The CITY is managing the environmental, 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, 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 Pittsburg
ATTN: City Manager
65 Civic Avenue
Pittsburg, CA 94565

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. Integration: 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 PITTSBURG

**EAST CONTRA COSTA FEE &
FINANCING AUTHORITY**

Garrett Evans, City Manager

Dale Dennis, Program Manager

Approved as to Form:

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

Donna Mooney, City Attorney

By Stephen M. Siptroth
Assistant County Counsel

Attachments

Exhibit A	Description of the Pittsburg-Antioch Highway Widening Project
Exhibit B	Compensation Schedule (Listing of Funding Resolutions)
Exhibit C	Method of Payment

**COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Pittsburg-Antioch Highway Widening Project (Project) (CIP 3039) will consist of widening the Pittsburg-Antioch Highway from Loveridge Road to eastern City limits at Arcy Lane from 2-lanes to 4-lanes. The project will accommodate Class II bicycle lanes where appropriate, sidewalks, and a raised landscaped median with a center storage lane for left turns in front of businesses (2WLTL) where applicable.

**COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT B

COMPENSATION SCHEDULE

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

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

**COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

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 0% and the ECCRFFA share (regional) is 100%.

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 Pittsburgh are to reimburse the City of Pittsburgh 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 Resolutions Nos. 25/03 and
25/04
for the
West Leland Road Extension and Pittsburg-
Antioch Highway Widening Projects

Appropriation Resolution No. 25/03
for the
West Leland Road Extension Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

APPROPRIATION RESOLUTION NO. 25/03

**A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING
AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE WEST LELAND ROAD
EXTENSION PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 18-25
BETWEEN ECCRFFA
AND THE CITY OF PITTSBURG (CITY)
FOR THE WEST LELAND ROAD EXTENSION PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$33,380,000 for the West Leland Road Extension Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 18-25 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. 18-25; 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. 18-25, 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. 18-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 18-25, 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 December 31, 2030; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 18-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/03**

Date: June 12, 2025

Amount of Funds: \$33,380,000

Appropriated to: City of Pittsburgh

Specific Project: West Leland Road Extension Project located within the City of Pittsburgh (Project)

Appropriated For: Design and Construction Phase Costs for Project.

Scope of Work: Design and Construction Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Design and Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of \$33,380,000. If the costs come in higher than \$33,380,000, the CITY 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. 18-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/03**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire West Leland Road Extension Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$33,380,000
Total	\$33,380,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are \$33,380,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/03
Coop Agreement No:	18-25
Project Sponsor:	City of Pittsburg
Resolution Amount:	\$33,380,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/03

COOPERATIVE AGREEMENT No. 18-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTSBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
West Leland Road Extension Project	25/03	6/12/2025	\$33,380,000	\$33,380,000

TOTAL FUNDS APPROPRIATED:	\$33,380,000
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Appropriation Resolutions No. 25/04
for the
Pittsburg-Antioch Highway Widening
Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

APPROPRIATION RESOLUTION NO. 25/04

**A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING
AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE PITTSBURG-ANTIOCH
HIGHWAY WIDENING PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO.
12-25 BETWEEN ECCRFFA
AND THE CITY OF PITTSBURG (CITY)
FOR THE PITTSBURG-ANTIOCH HIGHWAY WIDENING PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$38,080,000 for the Pittsburg-Antioch Highway Widening Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 12-25 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. 12-25; 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. 12-25, 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. 12-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 12-25, 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 December 31, 2030; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 12-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/04**

Date: June 12, 2025

Amount of Funds: \$38,080,000

Appropriated to: City of Pittsburg

Specific Project: Pittsburg-Antioch Highway Widening Project located within the City of Pittsburg
(Project)

Appropriated For: Design and Construction Phase Costs for Project.

Scope of Work: Design and Construction Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Design and Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of \$38,080,000. If the costs come in higher than \$38,080,000, CITY 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. 12-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/04**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Pittsburg-Antioch Highway Widening Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$38,080,000
Total	\$38,080,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are \$38,080,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/04
Coop Agreement No:	12-25
Project Sponsor:	City of Pittsburg
Resolution Amount:	\$38,080,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/04

COOPERATIVE AGREEMENT No. 12-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTSBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Pittsburg-Antioch Highway Widening Project	25/04	6/12/2025	\$38,080,000	\$38,080,000

TOTAL FUNDS APPROPRIATED:	\$38,080,000
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**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

DATE: June 12, 2025

TO: Board of Directors

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

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

Recommendation: **APPROVE** an amendment to the Consulting Services Agreement between the Authority and PDM Group Inc., to increase the payment limit by \$189,020 and to extend the termination date from June 30, 2025, to a new termination date of June 30, 2026, for continued program management services, and **AUTHORIZE** the Secretary, or designee, to execute the amendment on behalf of the Authority.

Discussion:

PDM Group Inc. (Dale Dennis) has been serving as the Authority's Program Manager since 2003 and has done an excellent job. Dale's knowledge and expertise in project delivery, budgeting, strategic planning, and his inter-agency coordination skills have made ECCRFFA a successful project funding and delivery agency. The program is fortunate to have Dale's project management skills to deliver many critical regional projects that have helped improve the transportation network for east Contra Costa County. It is recommended that the Board approve an amendment to Consulting Service Agreement with PDM Group Inc. (Dale Dennis) in a not-to exceed amount of \$189,020 to continue providing program management services for the Authority thorough June 30, 2026. The proposed scope and budget (attached) describes in more detail the services Mr. Dennis will be providing as Program Manager. Staff support would be provided by consultant staff Nancy Wein (PDM Group Inc.) and Lucy Owens, along with Contra Costa County Public Works.

Contract History. The Authority entered into the current contract with PDM Group Inc. effective March 19, 2013. Subsequently, amendments were approved and executed with PDM Group Inc. as follows: July 1, 2014; July 1, 2015; September 8, 2016; April 12, 2018; February 13, 2020; March

SK:nw
FINAL ECCRFFA Staff Report PDM Group CSA Amendment 2025-26 - sk initial - V3 (1)

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

11, 2021; June 8, 2023; March 11, 2024, and June 13, 2025. These amendments provided for continued Program Manager services through Fiscal Year 2024-25, and the current amendment would extend the contract through FY 2025-26.

Contract Approval Process. Prior to each Amendment, the following process is implemented. PDM submits a scope of services and proposed rate sheet. The Secretary Designee from Contra Costa County Public Works reaches out to each Public Works Director from each member agency and provides a copy of the scope of services and rate sheet. Each member agency is asked to review the information and to forward any issues with the amendment. Each member agency is asked to check with their elected representative on the Board if there are any concerns with the proposed amendment. (The Public Works Directors and elected representatives do not communicate among themselves.) Finally, staff adds the item to the agenda for consideration by the ECCRFFA and SR4BA Boards.

Contractor Services. Under the contract, Program Manager Services are provided by Dale Dennis. Historically, staff support was provided by County staff, primarily Nancy Wein, through June 2022. In June 2023, Nancy Wein retired from the County and joined PDM Group, Inc. For FY 2024-25, PDM Group Inc. provided Program Management Services, with Dale Dennis serving as the Program Manager and Nancy Wein providing staff support. For FY 2025-26, PDM Group Inc. will continue to provide Program Management Services, with Dale Dennis serving as the Program Manager and Nancy Wein continuing to provide staff support. Attached is the Scope of Services and Fee Proposal for the June 2025 Amendment.

Review of Hourly Rates. While this contract is for specialized services and does not need to be awarded to the lowest-cost service provider, County staff actively review rates charged by PDM Group, Inc. and compare them to known rates charged by firms, like Mark Thomas, Fehr & Peers, WSP, other Consultants, and the County, which have professionals with qualifications similar to those of the PDM Group, Inc. professionals. The hourly rates charged by PDM Group, Inc. fall within the ranges of hourly charge rates for other firms, consultants, and the County. Historically, PDM Group Inc. used County support staff at a fully burdened rate (base/overhead/benefits) of \$387.95 (recent rate). The arrangement to have PDM Group Inc. provide support staff services resulted from lack of County staffing resources to perform the services and a competitive rate in comparison to County fully-burdened rates. Rates are also provided to all member agency Public Works Directors to review and approve for reasonableness prior to contracts appearing before the ECCRFFA and SR4BA Boards. See rate comparison table below.

Firm/Consultant	Position	Rate
ECCRFFA/SR4BA	Program Manager	\$309.00/hr
	Senior Civil Engineer	\$256.00/hr
County	Division Manager	\$445.16/hr
	Senior Civil Engineer	\$387.95/hr
Firm 1	Principal	\$280-\$400
	Senior Engineer/Planner	\$180-\$235
Firm 2	Division Manager	\$290-420
	Senior Project Engineer	\$210-\$300
Firm 3	Construction Manager	\$428.62
	Lead Civil Engineer	\$260.13
Consultant 1	Project Manager	\$340.30
Consultant 2	Project Manager	\$318.27
Consultant 3	Project Manager	\$322.47

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

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

DATE: June 12, 2025

TO: Board of Directors

FROM: Dale Dennis, Program Manager *DD*

SUBJECT: ECCRFFA Project Prioritization

Recommendation: Staff recommends the Board take the following actions:

1. **APPROVE** the ECCRFFA Priority Projects shown in Attachment B, including funding allocations for project development activities, as well as construction funding for the Vasco Road – Phase 2 and California Avenue projects;
2. **APPROVE** the updated June 12, 2025 ECCRFFA Strategic Plan No. 2 that includes the ECCRFFA Priority Projects (Attachment C);
3. **ADOPT** Resolution No. 25/05 (Attachment D) to approve ECCRFFA Interfund Transfer No. 2025-02 in the amount of \$9.0 million from ECCRFFA funds collected prior to October 22, 2024, to fund the project development activities for Priority Projects, and **AUTHORIZE** the Secretary or designee to sign Resolution No. 25/05 on behalf of the Authority.
4. **DIRECT** the Program Manager to work with the Member Agencies to execute ECCRFFA standard cooperative agreements and **ADOPT** Appropriation Resolutions Nos. 25/06 through 25/11 (Attachment E) to allocate funding for project delivery activities for ECCRFFA Priority Projects, and **AUTHORIZE** the Program Manager to sign the ECCRFFA standard cooperative agreements.
5. **AUTHORIZE** the Program Manager to negotiate and execute an ECCRFFA standard reimbursement agreement with the City of Pittsburg to reimburse the City \$3.56 million for ECCRFFA's share of the California Avenue project.

Background:

On June 13, 2024, the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Board of Directors adopted the May 2024 East Contra Costa Regional Fee Program Update ("2024

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

Program Update”), thereby adding 18 new projects to the ECCRFFA Project List to mitigate the regional transportation impacts of new development within ECCRFFA’s jurisdiction through 2040.

The ECCRFFA Board also approved the Fifth Amendment to the ECCRFFA Joint Exercise of Powers Agreement (Fifth Amendment) on August 8, 2024, and the member agencies approved the Fifth Amendment as well, with the last member agency approving the Fifth Amendment on October 22, 2024. The Fifth Amendment prioritized the following two projects in lieu of the James Donlon Extension (JDE) Project: 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 (together the “Replacement Projects”). The Fifth Amendment also prioritized the Replacement Projects as Third Priority Projects, and reallocated funds reserved for the JDE Project to these two projects. While the JDE Project remains on the ECCRFFA Project List, it no longer has a particular priority and is subject to prioritization through the strategic planning process.

Discussion:

The primary focus for ECCRFFA over the past 30 years has been to deliver regional projects including the following: 1) SR4 Widening, 2) eBART Extension to Hillcrest Avenue, 3) SR4 Bypass, and 4) James Donlon Extension (JDE) / JDE Replacement Projects. The ECCRFFA investments in regional projects have been roughly balanced in terms of benefiting each member agency.

Now that ECCRFFA has made significant progress on delivering the abovementioned regional projects, it is an appropriate time to establish additional ECCRFFA Priority Projects for delivery. In establishing additional priority projects, there are a couple of major considerations. Project priorities will need to be established for two categories of funding: 1) Category 1 is the remaining funds from the ECCRFFA fees collected before October 22, 2024 in the amount of \$71.82 million (after accounting for the funding already allocated to the JDE Replacement Projects) – see Attachment A - Category 1 - Project Nos. 1-27 (recognizing the ECCRFFA Board has already approved the Sand Creek Extension Project in Antioch and Brentwood); and 2) Category 2 is the ECCRFFA funds collected starting October 22, 2024 and going forward – see Attachment A - Category 2 –Project Nos. 24B and 28-44 (recognizing the ECCRFFA Board has already approved the East Cypress Road Extension Project in Oakley).

ECCRFFA staff met with member agencies’ staff and developed the following approach for ECCRFFA Board consideration. Each member agency was asked to identify \$25M in new project priorities, outside of the regional projects mentioned above. Initially, ECCRFFA will allocate funding to each of the new priority projects for project development activities (environmental, design and right-of-way acquisition). After project development activities are complete, priority for construction funding would be based on project readiness.

The member agencies have submitted their respective project priorities up to \$25M (beyond the regional projects mentioned above) and the submittals have been assembled in the ECCRFFA Priority Projects shown in Attachment B, separated into the two categories mentioned above.

In most cases, the agency is requesting funding for project development activities; exceptions to this are the Sand Creek Extension and the East Cypress Road Widening projects, both of which the Board has already approved for construction funding, and the Vasco Road – Phase 2 Project for which Contra Costa County is requesting construction funding. In addition to the new project priorities identified by each member agency, ECCRFFA staff are recommending the inclusion of the SR4 Widen to 6 Lanes, Laurel Road to Sand Creek Road Project and Landscaping SR4 (formerly SR4 Bypass) Interchanges in the Category 1 Project List. Attached is an updated June 12, 2025 ECCRFFA Strategic Plan No. 2 (Attachment C) that includes the new ECCRFFA Priority Projects.

ECCRFFA has only collected \$6.3 million in RTDIM fee revenue since the Fifth Amendment Effective Date and \$4.6 million of those funds have been committed to the East Cypress Road Widening Project, with the remaining \$1.7 million being used to restore the Interfund Transfer No. 2025-01 of \$17 million. However, ECCRFFA has sufficient RTDIM fee revenues to make another interfund transfer of \$9.0 million (Attachment D - Interfund Transfer No. 2025-02) from RTDIM fee revenue collected before the Fifth Amendment Effective Date to fund the project development work for ECCRFFA Category 2 Priority Projects. Interfund Transfer No. 2025-02 will be restored from RTDIM fee revenue collected after the Fifth Amendment Effective Date and after Interfund Transfer No. 2025-01 is restored. Based on current projections, it is anticipated that it will take approximately 2 years to restore Interfund Transfer No. 2025-02, which accounts for the time needed to also restore Interfund Transfer No. 2025-01.

As part of the \$25M submittal, the City of Pittsburg is requesting reimbursement for construction costs for the California Avenue Project in the amount of \$3.56 million. Prior to reimbursing the City, ECCRFFA will enter into a reimbursement agreement with Pittsburg for \$3.56 million for the California Avenue Project. Pittsburg will indemnify ECCRFFA from liabilities arising from the project. If there are any changes to the standard terms of the Agreement that would result in added risk or liability to ECCRFFA, the agreement will be brought back to the Board for approval or ratification.

Making an interfund transfer of \$9.0 million from RTDIM fee revenue collected prior to the Fifth Amendment Effective Date will not prevent ECCRFFA from funding other projects in accordance with its June 12, 2025 Strategic Plan No. 2. As such, Staff recommends the Board approve an Interfund Transfer No. 2025-02 in the amount of \$9.0 million to provide funding for the project development work for ECCRFFA Category 2 Priority Projects.

Staff recommends that the Board take each of the actions listed in the Recommendation Section above.

Attachments:

Attachment A: Category 1 and Category 2 Project List

Attachment B: ECCRFFA Priority Projects

Attachment C: Updated June 12, 2025 ECCRFFA Strategic Plan No. 2

Attachment D: Resolution No. 25/05 (Interfund Transfer No. 2025-02)

Attachment E: Appropriation Resolutions Nos. 25/06 through 25/11

ECCRFFA Project List – Category 1 and Category 2

Projects and Eligible Fee Contribution Amounts from 2024 ECCRFFA Nexus Study

#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
CATEGORY 1: Eligible for funds collected at any time						
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes	CCTA	\$ 101.0		
		Loveridge interchange	CCTA	\$ 157.8		
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	CCTA	\$ 374.7		
		Hillcrest interchange expansion	CCTA	\$ 10.0		
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree	Bypass Authority	\$ 113.7		
		Phase 2, SR 160 interchange	Bypass Authority	\$ 50.1		
		Laurel interchange, phase 2	Bypass Authority	\$ 1.0		
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes	Bypass Authority	\$ 33.3		
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road	Bypass Authority	\$ 16.0		
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	\$ 39.9	100%	\$ 39.9
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek	Bypass Authority	\$ 43.8		
4	SR 4 Bypass Segment 3	Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector	Bypass Authority	\$ 77.8		
		Marsh Creek to Vasco, 2 lanes	Bypass Authority	\$ 12.6		
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	\$ 81.1	100%	\$ 81.1
		Balfour interchange Phase 1	Bypass Authority	\$ 58.0		
		Marsh Creek interchange	Bypass Authority	\$ 51.2	100%	\$ 51.2
		Vasco interchange	Bypass Authority	\$ 42.7	100%	\$ 42.7



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
5	Laurel Road extension	SR4 Bypass to Empire, 6 lanes	Bypass Authority	\$ 22.6		
6	SR 239/84 Connector	Vasco Road – Byron Highway Connector	CCTA	\$ 161.0	100%	\$ 161.0
7	SR 239	Corridor study and preliminary design (no construction costs)	CCTA	\$ 101.0	100%	\$ 101.0
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood	Oakley, Brentwood	\$ 24.5	100%	\$ 24.5
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	\$ 14.2	100%	\$ 14.2
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road	County	\$ 29.3	33%	\$ 9.7
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	\$ 317.0	100%	\$ 317.0
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge	Antioch, Pittsburg	\$ 55.9	100%	\$ 55.9
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	\$ 9.6	100%	\$ 9.6
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	\$ 6.6	100%	\$ 6.6
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	\$ 14.7	100%	\$ 14.7
16	James Donlon Blvd Extension (formerly Buchanan Bypass) or Buchanan Road Improvements	New 2- to 4-lane arterial, Somersville to Kirker Pass Road Improve traffic flow between Railroad Avenue and Somersville Road	Pittsburg	\$ 115.6	68%	\$ 78.6
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	\$ 53.3	100%	\$ 53.3
18	West Leland Road or Evora Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road	Pittsburg	\$ 33.4	100%	\$ 33.4



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
		Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes	County			
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	\$ 42.7	100%	\$ 42.7
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	\$ 10.6	100%	\$ 10.6
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road	Antioch, County	\$ 31.2	100%	\$ 31.2
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	\$ 29.5	100%	\$ 29.5
23	John Muir Parkway	<i>New Roadway between Balfour Road and Fairview Avenue</i>	<i>Brentwood</i>	<i>\$ 17.7</i>		
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	\$ 20.0	33%	\$ 6.7
25	East County Express Bus	Planning and design of regional rapid bus program	Tri-Delta Transit	\$ 9.1	33%	\$ 3.0
26	Commuter Rail	<i>eBART extension to Antioch</i>	<i>CCTA</i>	<i>\$ 513.0</i>		
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	\$ 38.1	31%	\$ 11.8
CATEGORY 2: Eligible for funds collected after October 22, 2024						
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge	Oakley	\$ 26.6	31%	\$ 8.3
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road	Oakley	\$ 45.5	31%	\$ 14.1
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue	Oakley	\$ 42.0	31%	\$ 13.0
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road	County	\$ 38.6	96%	\$ 37.1
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway	County, CCTA	\$ 7.4	18%	\$ 1.3
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road	Antioch	\$ 28.0	31%	\$ 8.7



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station	Antioch	\$ 17.3	31%	\$ 5.4
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road	Antioch	\$ 10.9	31%	\$ 3.4
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard	Pittsburg	\$ 16.6	100%	\$ 16.6
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway	Pittsburg	\$ 3.0	18%	\$ 0.5
37	Bailey Road Improvements	Between Southern City Limits and West Leland Road, add turn lanes, sidewalks, and intersection upgrades	Pittsburg	\$ 62.1	97%	\$ 60.2
38	Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street	Brentwood	\$ 32.8	82%	\$ 26.9
39	SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange.	CCTA	\$ 177.0	50%	\$ 88.5
40	SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development.	CCTA	\$ 10.0	50%	\$ 5.0
41	High-Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood	CCTA	\$ 14.1	18%	\$ 2.5
42	Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station	Brentwood	\$ 11.6	18%	\$ 2.1
43	Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek Road	County	\$ 27.2	18%	\$ 4.9



#	Project	Description/ Project Limits	Sponsor	Total Cost (\$ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution (\$ million)
44	East Cypress Rd Improvement	Construction of East Cypress Road as a 4-lane arterial along a new alignment between Jersey Island Rd and Bethel Island Rd, with the existing East Cypress Rd alignment preserved for local access	Oakley	\$20.0	96%	\$ 19.3
SUM				\$ 3,526.0		\$ 1,547,8

Notes: Projects shown in *italics* have been completed, so no future fee contributions are anticipated.

Source: ECCRFFA.



ECCRFFA Project Priorities

ECCRFFA Priority Projects

Category 1 Projects

Project No.	Project Name	Cost (in millions of \$)	Sponsor	Recommended Action
27	Sand Creek Extension Project	\$ 7.60	Antioch	Currently Programmed in the March 2025 ECCRFFA Strategic Plan
27	Sand Creek Extension Project	\$ 4.10	Brentwood	Currently Programmed in the March 2025 ECCRFFA Strategic Plan
11	Vasco Road - Phase 2 Project	\$ 25.00	Contra Costa County	Execute standard Funding Coop Agreement and issue Funding Allocation of \$25M for the Construction Phase.
14	California Avenue Project	\$ 3.56	Pittsburg	Approve project retroactively for reimbursement of construction costs. ECCRFFA will enter into a reimbursement agreement with Pittsburg.
3	SR4 Widening from Laurel Rd to Sand Creek Road Project (Formerly SR4 Bypass)	\$ 29.62	SR4 Bypass Authority	SR4 Bypass Authority to develop delivery plan for this Project.
2A	Landscaping SR4 Interchanges (Formerly SR4 Bypass)	\$ 1.95	SR4 Bypass Authority	SR4 Bypass Authority to develop delivery plan for this Project.
	Total Cost	\$ 71.83		

Category 2 Projects

Project No.	Project Name	Cost (in millions of \$)	Sponsor	Recommended Action
32	Slatten Ranch Road Extension, South Segment Project	\$ 17.40	Antioch	Execute standard Funding Coop Agreement and Funding Allocation of \$1.55 million for project development activities including environmental, design or R/W phases.
38	Lone Tree Way Rail Crossing Project	\$ 20.90	Brentwood	Execute standard Funding Coop Agreement and Funding Allocation of \$850K for project development activities including environmental, design or R/W phases.
44	East Cypress Road Widening Project	\$ 21.70	Oakley	Currently Programmed in the March 2025 ECCRFFA Strategic Plan.
29	Laurel Road Extension, Teton Road to Sellers Avenue Project	\$ 3.30	Oakley	Execute standard Funding Coop Agreement and Funding Allocation of \$1.6M for Project Development activities including environmental, design or R/W phases.
37	Bailey Road Improvements Project	\$ 21.44	Pittsburg	Execute standard Funding Coop Agreement and Funding Allocation of \$5.0 million for Project Development activities including environmental, design or R/W phases.
	Total Cost	\$ 84.74		

June 2025
ECCRFFA Strategic Plan No. 2

JUNE 2025 ECCRFFA STRATEGIC PLAN NO. 2

\$ thousands

Year of Expenditure (YOE) Dollars

DRAFT 06/12/2025

		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							
1	eBART- Extension to Hillcrest Avenue	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
26	eBART - Extension Beyond Hillcrest Avenue Project	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	Subtotal	\$0	\$3,000	\$0	\$0	\$0	\$0	\$3,000
	East County Corridors - Vasco Rd, SR4 Bypass, Byron Highway, Non Freeway SR4							
4	Balfour Road Interchange Project	\$28,700	\$300	\$300	\$0	\$0	\$0	\$29,300
3	SR4 Widening to 6 Lanes - Laurel Road to Sand Creek Road	\$0	\$0	\$4,000	\$25,620	\$0	\$0	\$29,620
2A	Landscaping SR4 (Formerly SR4 Bypass) Interchanges	\$0	\$0	\$200	\$1,750	\$0	\$0	\$1,950
11	Vasco Road Safety Improvements - Phase 2 Project	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
	Subtotal	\$28,700	\$300	\$4,500	\$52,370	\$0	\$0	\$85,870
	Major Streets, Traffic Flow and Safety Improvements							
12	Pittsburg-Antioch Highway (Antioch Segment) Project	\$0	\$38,080	\$0	\$0	\$0	\$0	\$38,080
17	West Leland Road Extension Project	\$0	\$33,380	\$0	\$0	\$0	\$0	\$33,380
27	Sand Creek Road Extension Project	\$5,234	\$3,466	\$3,000	\$0	\$0	\$0	\$11,700
44	East Cypress Road Widening Project		\$21,703	\$0	\$0	\$0	\$0	\$21,703
14	California Avenue Project		\$0	\$3,056	\$0	\$0	\$0	\$3,056
32	Slatten Ranch Road Extension, South Segment Project		\$0	\$1,550	\$0	\$0	\$0	\$1,550
38	Lone Tree Way Rail Crossing Project		\$0	\$850	\$0	\$0	\$0	\$850
29	Laurel Road Extension Project (Teton Road to Sellers Avenue) Project		\$0	\$1,600	\$0	\$0	\$0	\$1,600
37	Bailey Road Improvements Project		\$0	\$5,000	\$0	\$0	\$0	\$5,000
	Subtotal	\$5,234	\$96,629	\$15,056	\$0	\$0	\$0	\$116,919
	Transporation for Livable Communities							
3	Mokelumne Trail Bicycle/Pedestrian Overcrossing Project	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	Subtotal	\$2,950	\$50	\$0	\$0	\$0	\$0	\$3,000
	TOTAL ALL PROJECTS	\$36,884	\$99,979	\$19,556	\$52,370	\$0	\$0	\$211,555

ANNUAL ECCRFFA SHORTFALL (-) / SURPLUS (+)	(\$84,979)	(\$4,556)	(\$37,370)	\$15,000	\$15,000
CUMULATIVE ECCRFFA SHORTFALL (-) / SURPLUS (+)	\$129,720	\$44,741	\$40,185	\$2,815	\$32,815

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.

Resolution No. 2025/05
Interfund Transfer No. 2025-02

RESOLUTION NO. 2025/05
AUTHORIZING INTERFUND TRANSFER NO. 2025-02 FOR THE
ECCRFFA PRIORITY PROJECTS

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. Member agencies (Project Sponsors), are prepared to implement several of the new 18 new projects (Projects) that were added to the fee program by the Fifth Amendment to the JEPA, as shown in the table below. The Fee Program Update determined that ECCRFFA is responsible for paying a portion of the cost of the projects, as shown in table below. The Project Sponsors are responsible for the remaining portion of cost of the projects.

Project No.	Project Name	Project Sponsor	ECCRFFA Portion of Project Costs	ECCRFFA Funding Allocations
32	Slatten Ranch Road Extension, South Segment Project	Antioch	31%	\$1.55 M
38	Lone Tree Way Rail Crossing Project	Brentwood	82%	\$.85 M
29	Laurel Road Extension, Teton Road to Sellers Avenue Project	Oakley	31%	\$1.6 M
37	Bailey Road Improvements Project	Pittsburg	97%	\$5.0 M
	Total			\$9.0 M

- D. The Project Sponsors are prepared to proceed with project development (environmental, design or R/W phases) of the projects. The Project Sponsors require ECCRFFA funding for the Projects in the amounts shown in the table in Recital C, consistent with the Fee Program Update and in accordance with a cooperative agreement. ECCRFFA has only collected \$6.3 million in RTDIM fee revenue since the Fifth Amendment Effective Date and \$4.6 million of those funds have been committed to the East Cypress Road Widening Project, with the remaining \$1.7 million being used to restore the Interfund Transfer No. 2025-01 of \$17 million.

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. However, ECCRFFA has sufficient RTDIM fee revenues to make another interfund transfer of \$9.0 million (Attachment D - Interfund Transfer No. 2025-02) from RTDIM fee revenue collected before the Fifth Amendment Effective Date to fund the project development work for ECCRFFA Category 2 Priority Projects. Interfund Transfer No. 2025-02 will be restored from RTDIM fee revenue collected after the Fifth Amendment Effective Date and after Interfund Transfer No. 2025-01 is restored. Based on current projections, it is anticipated that it will take approximately 2 years to restore Interfund Transfer No. 2025-02, which accounts for the time needed to also restore Interfund Transfer No. 2025-01.

- E. Making an interfund transfer of \$9.0 million from RTDIM fee revenue collected prior to the Amendment Effective Date will not prevent ECCRFFA from funding other projects in accordance with its June 12, 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. 2025-02. The Board approves and authorizes Interfund Transfer No. 2025-02, in the amount of \$9.0 million, from RTDIM fee revenues collected before the Amendment Effective Date, to fund ECCRFFA's proportional share of the project delivery costs of the Projects. 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: None

Secretary/Designee

Appropriation Resolutions Nos. 25/06
through 25/11
for the
ECCRFFA Priority Projects

Appropriation Resolution No. 25/06
for the
Vasco Road – Phase 2 Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

APPROPRIATION RESOLUTION NO. 25/06

**A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING
AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE VASCO ROAD – PHASE 2
PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 11-25 BETWEEN
ECCRFFA**

**AND CONTRA COSTA COUNTY (COUNTY)
FOR THE VASCO ROAD – PHASE 2 PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$25,000,000 for the Vasco Road – Phase 2 Project (“PROJECT”); and

WHEREAS, ECCRFFA and COUNTY have entered into a Cooperative Agreement No. 11-25 regarding the funding of the PROJECT; and

WHEREAS, COUNTY has submitted a Request for Appropriation of Funds (“Request”) and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 11-25; 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. 11-25, 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. 11-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to COUNTY in accordance with the provisions of Cooperative Agreement No. 11-25, 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 December 31, 2030; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 11-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/06**

Date: June 12, 2025

Amount of Funds: \$25,000,000

Appropriated to: Contra Costa County

Specific Project: Vasco Road – Phase 2 Project located within Contra Costa County (Project)

Appropriated For: Construction Phase Costs for Project.

Scope of Work: Construction Phase

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the COUNTY 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 Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of \$25,000,000. If the costs come in higher than \$25,000,000, COUNTY 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. 11-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/06**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Vasco Road – Phase 2 Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2026/27	\$25,000,000
Total	\$25,000,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are \$25,000,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/06
Coop Agreement No:	11-25
Project Sponsor:	Contra Costa County
Resolution Amount:	\$25,000,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/06

COOPERATIVE AGREEMENT No. 11-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CONTRA COSTA COUNTY

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Vasco Road – Phase 2 Project	25/06	6/12/2025	\$25,000,000	\$25,000,000

TOTAL FUNDS APPROPRIATED:	\$25,000,000
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Appropriation Resolution No. 25/07
for the
California Avenue Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/07 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE CALIFORNIA AVENUE PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT
NO. 14-25 BETWEEN ECCRFFA
AND CITY OF PITTSBURG (CITY)
FOR THE CALIFORNIA AVENUE PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$3,560,000 for the California Avenue Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 14-25 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. 14-25; 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. 14-25, 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. 14-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 14-25, 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 December 31, 2026; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 14-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/07**

Date: June 12, 2025

Amount of Funds: \$3,560,000

Appropriated to: City of Pittsburgh

Specific Project: California Avenue (Project)

Appropriated For: Construction Phase Costs for Project

Scope of Work: Construction Phase

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of \$3,560,000. If the costs come in higher than \$3,560,000, CITY 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. 14-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/07**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire California Avenue Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$3,560,000
Total	\$3,560,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 14-25 for the Project, including this appropriation, are \$3,560,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/07
Coop Agreement No:	14-25
Project Sponsor:	CITY
Resolution Amount:	\$3,560,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/07

COOPERATIVE AGREEMENT No. 14-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTSBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
California Avenue Project	25/07	6/12/2025	\$3,560,000	\$3,560,000

TOTAL FUNDS APPROPRIATED:	\$3,560,000
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Appropriation Resolution No. 25/08
for the
Slatten Ranch Road Extension,
South Segment Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/08 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE SLATTEN RANCH ROAD EXTENSION, SOUTH SEGMENT PROJECT IN ACCORDANCE
WITH COOPERATIVE AGREEMENT NO. 32-25 BETWEEN ECCRFFA
AND CITY OF ANTIOCH (CITY)
FOR THE SLATTEN RANCH ROAD EXTENSION, SOUTH SEGMENT PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$1,550,000 for the Slatten Ranch Road Extension, South Segment Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 32-25 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. 32-25; 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. 32-25, 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. 32-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 32-25, 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 December 31, 2028; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 32-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/08**

Date: June 12, 2025

Amount of Funds: \$1,550,000

Appropriated to: City of Antioch

Specific Project: Slatten Ranch Road Extension, South Segment (Project)

Appropriated For: Project Development Costs for Project.

Scope of Work: Environmental, Design, or R/W Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Development Costs is 31% of the actual Project Development Costs and may be more or less than the allocation of \$1,550,000. If the costs come in higher than \$1,550,000, CITY 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. 32-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/08**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Slatten Ranch Road Extension, South Segment (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$1,550,000
Total	\$1,550,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 32-25 for the Project, including this appropriation, are \$1,550,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/08
Coop Agreement No:	32-25
Project Sponsor:	CITY
Resolution Amount:	\$1,550,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/08

COOPERATIVE AGREEMENT No. 32-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF ANTIOCH

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Slatten Ranch Road Extension, South Segment Project	25/08	6/12/2025	\$1,550,000	\$1,550,000

TOTAL FUNDS APPROPRIATED:	\$1,550,000
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Appropriation Resolution No. 25/09
for the
Lone Tree Way Rail Crossing Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/09 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE LONE TREE WAY RAIL CROSSING PROJECT IN ACCORDANCE WITH COOPERATIVE
AGREEMENT NO. 38-25 BETWEEN ECCRFFA
AND CITY OF BRENTWOOD (CITY)
FOR THE LONE TREE WAY RAIL CROSSING PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$850,000 for the Lone Tree Way Rail Crossing (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 38-25 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. 38-25; 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. 38-25, 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. 38-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 38-25, 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 December 31, 2028; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 38-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/09**

Date: June 12, 2025

Amount of Funds: \$850,000

Appropriated to: City of Brentwood

Specific Project: Lone Tree Way Rail Crossing (Project)

Appropriated For: Project Development Costs for Project.

Scope of Work: Environmental, Design or R/W Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Project Development Costs is 82% of the actual Project Development Costs and may be more or less than the allocation of \$850,000. If the costs come in higher than \$850,000, CITY 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. 38-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/09**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Lone Tree Way Rail Crossing Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$850,000
Total	\$850,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 38-25 for the Project, including this appropriation, are \$850,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/09
Coop Agreement No:	38-25
Project Sponsor:	CITY
Resolution Amount:	\$850,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/09

COOPERATIVE AGREEMENT No. 38-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF BRENTWOOD

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Lone Tree Way Rail Crossing Project	25/09	6/12/2025	\$850,000	\$850,000

TOTAL FUNDS APPROPRIATED:	\$850,000
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Appropriation Resolution No. 25/10

for the

Laurel Road Extension, Teton Road to
Sellers Avenue Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/10 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE LAUREL ROAD EXTENSION, TETON ROAD TO SELLERS AVENUE PROJECT IN
ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 29-25 BETWEEN ECCRFFA
AND CITY OF OAKLEY (CITY)
FOR THE LAUREL ROAD EXTENSION, TETON ROAD TO SELLERS AVENUE PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$1,600,000 for the California Avenue Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 29-25 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. 29-25; 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. 29-25, 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. 29-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 29-25, 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 December 31, 2028; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 29-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/10**

Date: June 12, 2025

Amount of Funds: \$1,600,000

Appropriated to: City of Oakley

Specific Project: Laurel Road Extension, Teton Road to Sellers Avenue (Project)

Appropriated For: Project Development Costs for Project.

Scope of Work: Environmental, Design or R/W Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Development Costs is 31% of the actual Project Development Costs and may be more or less than the allocation of \$1,600,000. If the costs come in higher than \$1,600,000, CITY 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. 29-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/10**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Laurel Road Extension, Teton Road to Sellers Avenue Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$1,600,000
Total	\$1,600,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 29-25 for the Project, including this appropriation, are \$1,600,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/10
Coop Agreement No:	29-25
Project Sponsor:	CITY
Resolution Amount:	\$1,600,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/10

COOPERATIVE AGREEMENT No. 29-25
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
Laurel Road Extension, Teton Road to Sellers Avenue Project	25/10	6/12/2025	\$1,600,000	\$1,600,000

TOTAL FUNDS APPROPRIATED:	\$1,600,000
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Appropriation Resolution No. 25/11
for the
Bailey Road Improvements Project

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/11 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE BAILEY ROAD IMPROVEMENTS PROJECT IN ACCORDANCE WITH COOPERATIVE
AGREEMENT NO. 37-25 BETWEEN ECCRFFA
AND CITY OF PITTSBURG (CITY)
FOR THE BAILEY ROAD IMPROVEMENTS PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$5,000,000 for the California Avenue Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 37-25 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. 37-25; 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. 37-25, 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. 37-25; 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:

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

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

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 37-25, 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 December 31, 2028; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 37-25, 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 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

Secretary or Designee

Board of Directors:

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

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/11**

Date: June 12, 2025

Amount of Funds: \$5,000,000

Appropriated to: City of Pittsburgh

Specific Project: Bailey Road Improvements (Project)

Appropriated For: Project Development Costs for Project.

Scope of Work: Environmental, Design or R/W Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, 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 Development Costs is 97% of the actual Project Development Costs and may be more or less than the allocation of \$5,000,000. If the costs come in higher than \$5,000,000, CITY 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. 37-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/11**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Bailey Road Improvements Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$5,000,000
Total	\$5,000,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 37-25 for the Project, including this appropriation, are \$5,000,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/11
Coop Agreement No:	37-25
Project Sponsor:	CITY
Resolution Amount:	\$5,000,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/11

COOPERATIVE AGREEMENT No. 37-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name			Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Bailey	Road	Improvements	25/11	6/12/2025	\$5,000,000	\$5,000,000
	Project					

TOTAL FUNDS APPROPRIATED:	\$5,000,000
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