

8/25/94

JOINT EXERCISE OF POWERS AGREEMENT

BY AND AMONG

THE CITY OF ANTIOCH,

THE CITY OF BRENTWOOD

AND

THE CITY OF PITTSBURG

AND

THE COUNTY OF CONTRA COSTA

RELATING TO THE

EAST CONTRA COSTA REGIONAL FEE

AND FINANCING AUTHORITY

EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated AUG 9, 1994, by and among the **CITY OF ANTIOCH**, a municipal corporation duly organized and existing under the laws of the State of California, the **CITY OF BRENTWOOD**, a municipal corporation duly organized and existing under the laws of the State of California and the **CITY OF PITTSBURG**, a municipal corporation duly organized and existing under the laws of the State of California (the "Cities"), and the **COUNTY OF CONTRA COSTA**, a legal subdivision and body corporate and politic of the State of California (the "County").

WITNESSETH:

WHEREAS, Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California authorizes the Cities and the County to create a joint exercise of powers entity which has the power to jointly exercise the powers common to the Cities and the County;

WHEREAS, the Cities and the County are each empowered by law to undertake certain Projects and Programs;

WHEREAS, the Cities and the County are authorized to issue bonds, expend bond proceeds, and borrow and loan money for certain public purposes pursuant to the Government Code of the State of California;

WHEREAS, Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Pooling Act of 1985") authorizes and empowers the Authority to, among other things, (i) issue bonds (as defined in Section 6585(c) of the Law) and to expend or loan the proceeds thereof to the Cities or the County, (ii) finance the acquisition and /or construction of public capital improvements and (iii) purchase bonds issued by the Cities or the County, all for the purpose of financing public capital improvements, working capital, liability and other insurance needs, or certain other projects whenever there are significant public benefits, as determined by the Cities or the County;

WHEREAS, the Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so purchased to public or private purchasers at public or negotiated sale; and

WHEREAS, by this Agreement, the Cities and the County desire to create and establish the East Contra Costa Regional Fee and Financing Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, the Cities and the County, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1 **DEFINITIONS**

Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified:

"Authority" means the East Contra Costa Regional Fee and Financing Authority created by this Agreement.

"Board" means the governing board of the Authority.

"Bond Purchase Agreement" means an agreement of the Authority to purchase Bonds of either one or more of the Cities or the County solely from funds received from the Authority's simultaneous sale of such Bonds to the purchaser or purchasers named therein, on the terms and conditions set forth therein.

"City" and "Cities", individually and collectively respectively, means the City of Antioch, the City of Brentwood and the City of Pittsburg, each an existing municipal corporation under the laws of the State of California.

"County" means the County of Contra Costa, a legal subdivision and body corporate and politic duly existing under the laws of the State of California.

"East Contra Costa Regional Transportation Planning Committee" means the planning committee authorized under the provisions of the Measure C Ordinance and Expenditure Plan for the east County.

"Law" means Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (Sections 6500-6599).

"Measure C Ordinance and Expenditure Plan" means the measure submitted to and approved by the voters of the County at the November, 1988 general election.

"Program" means the program of uniform sub-regional fees to be adopted by the Cities and the County for the purpose of funding the Projects.

"Projects" means the projects identified in Attachment #2.

"Region" means east Contra Costa County including the territories of the Cities and the unincorporated portion of the County, the boundaries of which are generally coterminous with the boundaries of the East Contra Costa Regional Transportation Planning Committee.

SECTION 2

PURPOSE

This Agreement is made pursuant to the Law for the purposes set forth below:

A. To establish a uniform regional development fee program within the Region as more fully set forth in Attachment 1 to this Agreement, which attachment is incorporated by this reference as if fully set forth herein, and to coordinate planning and implementation of the Program within a single public agency.

B. To identify Projects to be funded by the uniform regional development fee solely or in conjunction with other funding sources as more fully set forth in Attachment 2 to this Agreement, which attachment is incorporated by this reference as if fully set forth herein.

C. To establish funding goals for identified Projects and to seek commitments from the parties to this Agreement regarding funding for the Projects as more fully set forth in Attachment 2.

D. To establish an implementation schedule for projects as more fully set forth in Attachment 2.

E. To establish fee collection, financing and management mechanisms and to formalize institutional arrangements for the implementation of the Program as more fully set forth herein and in Attachment 1.

F. To exercise all the powers referred to in the recitals hereof and described in Section 5 herein.

SECTION 3
TERM, TERMINATION AND WITHDRAWAL: ADDITION OF NEW PARTIES

A. This Agreement shall become effective as of the date hereof and shall continue in full force until terminated by a supplemental agreement of the parties hereto, provided that in no event shall the Agreement terminate while any payments are due by any City or by the County to the Authority under any lease or sale of any real or personal property from the Authority to the City or the County or while any bonds of the Authority issued pursuant to the Law are outstanding.

B. Any party hereto may withdraw from this Agreement upon 60 days written notice to the other parties; notwithstanding such withdrawal, the withdrawing party shall continue to be obligated with respect to amounts necessary to repay any bonds of the Authority issued pursuant to the Law while the withdrawing party was a party to the Agreement and shall be subject to assessment to the extent that the withdrawing party received funding in excess of its total contributions to the Authority.

C. To the extent that any new city is proposed to be incorporated, the boundaries of which are wholly or partially within the Region, the Authority will request that the Local Agency Formation Commission for the County require, as a condition of approval of incorporation, that the new city become a successor to the County with respect to the territory of the County within the boundaries of the new city, that the new city be required to join the Authority as a party hereto, subject to the new city having representation on the Board equal to that of the Cities and the County (upon admission to the Authority, each new city shall be referred to as a "City" herein).

SECTION 4
AUTHORITY

A. Creation of Authority. There is hereby created pursuant to the Law an agency and public entity to be known as the "East Contra Costa Regional Fee and Financing Authority". As provided in the Law, the Authority shall be a public entity separate from the Cities and the County. The debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities or obligations of the Cities or the County.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement and any amendment hereof to be prepared and filed with the office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Law.

B. Governing Board. The Authority shall be administered by the Board, whose members shall be elected board or council members from the Cities and the County. Each party shall have one representative on the Board. Each Board Member shall be appointed

by the governing body of the party which such member represents. Members of the Board shall serve at the pleasure of their respective governing bodies, provided that, in any event, the term of office as a member of the Board of any Board member shall terminate when such member shall cease to be an elected official of the governing body of the party which such member represents.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expense shall be reimbursed and there are unencumbered funds available for such purpose.

If requested by the Authority, the County or the Cities will provide staff to support the activities of the Authority, the costs of such staff to be reimbursed by the Authority from its funds.

The Authority shall establish a Technical Advisory Committee to be comprised of one technical staff member from each party and such other technical participants as shall be determined by the Authority to be advisable or necessary. The Technical Advisory Committee shall provide technical assistance, review and oversight on an advisory basis, of the Authority's Program and Projects.

C. Meetings of Board.

(1) Regular Meetings. The Board shall hold a regular meeting on the second Thursday of each of January, April, July and October, and, by resolution, may provide for the holding of regular meetings at more frequent intervals; provided that if the Chair determines that there will be no business to transact at such meeting, such meeting may be canceled. The hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the County and the Cities.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

D. Officers; Duties; Bonding.

(1) The Board members shall select from the members a Chair who shall serve as Chair of the Authority and a Vice Chair who shall serve as Vice Chair of the Authority. The Chair and the Vice Chair shall have the duties set forth in the By-Laws of the Authority.

(2) The Secretary of the Authority shall be the County Public Works Director. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(3) The Treasurer is hereby designated as Treasurer of the Authority. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law.

(4) The Auditor Controller, who performs the functions of auditor and controller for the County, is hereby designated as Controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Law. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(5) The County shall be reimbursed upon approval of the Board of charges to be made against the Authority for the services of the Treasurer and Controller.

(6) The Treasurer and Controller of the Authority are designated as the public officers or persons who have charge of, handle, or have access to any property of the Authority, and each such officer shall file an official bond in the amount each such officer determines is necessary as required by Section 6505.1 of the Law; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$1,500.00.

(7) The Treasurer and Controller of the Authority are hereby authorized and directed to prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Law every year during the term of this Agreement; and (b) a report in writing on the first day of February, May, August and November of each year to the

Board, the Cities and the County which report shall describe the amount of money held by the Treasurer and Controller of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report.

(8) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

SECTION 5 POWERS

The Authority shall have all of the powers granted to joint powers authorities in Articles 2 and 4 of the Law. Additionally, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes, including but not limited to any or all of the following: to make and enter into contracts; to employ agents and employees; to sue and be sued in its own name; to acquire real property and improvements thereon by the power of eminent domain or any other lawful means; and to sell and lease real and personal property to the Cities and the County and to buy and hire real and personal property from the Cities and the County.

Except as otherwise provided herein, such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the Cities or the County in the exercise of similar powers, as provided in Section 6509 of the Law.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6 TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement or until the Cities and the County shall have rescinded this Agreement.

SECTION 7 FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following June 30.

SECTION 8
DISPOSITION OF ASSETS

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 6 hereof, all assets of the Authority shall be distributed to the parties, subject to Section 9 hereof, pro rata, in accordance with their respective total contribution of regional fees and other funds to the Authority.

SECTION 9
CONTRIBUTIONS AND ADVANCES

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the County and the Cities for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the County or a City, as the case may be, and the Authority at the time of making such advance. It is mutually understood and agreed that, except as otherwise expressly provided in this Agreement, neither the County nor any City has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any may do so. The County and the Cities may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

SECTION 10
AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the County and the Cities, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

SECTION 11
ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the County and the Cities and their representatives. The Authority shall give an audited written report of all financial activities for each fiscal year to the County and to the Cities within twelve (12) months after the

close of each fiscal year.

To the extent required by Section 6505.6 of the Law, the Controller of the Authority shall contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority in compliance with Section 6505.6 of the Law. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the County, the Cities and, if required by Section 6505.6 of the Law, with the County Auditor/Controller of the County of Contra Costa. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this Section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

In any year the Authority may, by unanimous request of the Board, replace the annual special audit with an audit covering a two-year period.

SECTION 12 **CONFLICT OF INTEREST CODE**

The Conflict of Interest Code for the Authority shall be the Conflict of Interest Code for the County.

SECTION 13 **BREACH**

If default shall be made by the County or any City in any covenant contained in this Agreement, such default shall not excuse either the County or the City from fulfilling its obligations under this Agreement and the County and the Cities shall continue to be liable for the payment of contributions and the performance of all conditions herein contained. The County and the Cities hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the County and the Cities hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14
SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

SECTION 15
SUCCESSORS: ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

SECTION 16
AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental agreement executed by the County and the Cities at any time; provided however that no such amendment shall be entered into if such amendment would conflict with the provisions of any bonds (as defined by Section 6585(c) of the Law), indenture, trust agreement, contract or other agreement securing or relating to any outstanding bonds of the Authority issued pursuant to the Law.

SECTION 17
FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of the County, by resolution duly and regularly adopted by the members of the Board of Supervisors, and, in the case of any City, by resolution duly and regularly adopted by the City Council of the City, and, in the case of the Authority, by resolution duly and regularly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

SECTION 18
NOTICES

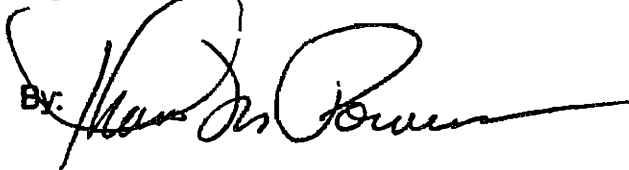
Notices to a City hereunder shall be sufficient if delivered to the City Clerk and notices to the County hereunder shall be sufficient is delivered to the Clerk of the County.

SECTION 19
SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

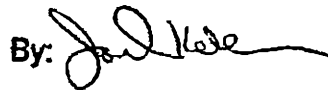
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

COUNTY OF CONTRA COSTA

By: 

Attest: 
Clerk of the Board of Supervisors

CITY OF ANTIOCH

By: 

Attest: 
City Clerk

CITY OF BRENTWOOD

By: *William Doherty*

Deputy Attest: *Linda Keegan*
City Clerk

CITY OF PITTSBURG

By: *Mary Ellen*

Attest: *Lillian J. Price*
City Clerk

Attachment 1

**East Contra Costa Regional Fee and Financing Authority
Joint Exercise of Powers Agreement**

IMPLEMENTATION OF DEVELOPMENT FEE PROGRAM

A. Imposition and Modification of Fee: Credit for Existing Congestion Mitigation Developer Fees. In order to fund the Program and Projects of the Authority, the parties agree that the following developer fee schedule shall be implemented effective _____ by each of the parties. The fees are payable at the time of issuance of building permits:

Unit Type	Fee
Single family residential. Individual units and duet homes with one shared wall, and residential condominiums.	From July 23, 1994 until July 23, 1995: \$1,730/dwelling unit. From July 24, 1995 until July 24, 1996: \$2,553 plus adjustment per Engineering News Record Construction Cost Index/dwelling unit. From July 25, 1996 until July 25, 1997: \$3,376 plus adjustment per Engineering News Record Construction Cost Index/dwelling unit. Continued

	From July 26, 1997: Estimated at \$4,475 plus adjustment per Engineering News Record Construction Cost Index/dwelling unit; or an amount determined by the City Council or Board of Supervisors by Resolution as necessary to make the program whole because of this phasing schedule. The fee shall thereafter be annually adjusted per the Engineering News Record Construction Cost Index. The City of Pittsburg's fee is not subject to phase-in as described here, but shall be set at \$4,200.00 per single-family residential unit.
Multiple family residential.	80% of the above fees.
Commercial.	\$0.55 per square foot of gross floor area.
Office.	\$0.57 per square foot of gross floor area.
Industrial.	\$0.30 per square foot of gross floor area.

The fee for uses not listed shall be determined by the governing jurisdiction through information generated by appropriate traffic studies conducted in accordance with ITE standards. The methodology for conducting these studies shall be approved by the Authority.

That portion of each jurisdiction's existing fees that is currently collected specifically for the projects identified in this agreement shall be counted toward payment of the above fees and shall be forwarded to the Authority for the purposes of the Program. For example, the existing residential fee of \$1,200 per unit in the City of Brentwood, and \$1,760 within the County's Oakley-North Brentwood area of Benefit shall count against the fees set forth in the table above and shall be forwarded to the Authority. For the purposes

of this agreement, the Traffic Mitigation Fees in Pittsburg (single family - \$3,010; multi-family - \$1,806; commercial - \$0.50; and office - \$0.50) and the \$2,892 County Road Fees in Bay Point shall be credited against the above fees and may be retained by those two agencies.

In no event shall the amount deducted by any party from the fee exceed the amount of existing fees as of the date of execution of this Agreement by such party, and any future increase in developer or other fees by a party to this Agreement shall not increase the amount deductible from amounts due to the Authority under this provision.

Effective January 1, 1995 and on each subsequent anniversary date of such date, each party shall increase the amount of each of the fees set forth above over the amounts in effect for the next preceding calendar year, by the amount of the increase in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the period ending September 30 of the preceding fiscal year over the year-earlier amount.

Credit may be granted against the payment of the fee for Construction of a usable section of any of the projects identified in the agreement. The amount of credit shall be the cost of construction of the portion of the project and the cost of the land acquired to complete that segment as determined by the Authority. No credit shall be granted for any lands that are required to be dedicated as specified in Attachment "2", Section "B".

B. Pledge of Fees as Security for Bonds. If the Authority determines that one or more issuance of bonds are to be sold to advance Projects or for any other Program purpose, bonds shall be secured by the fees provided for in this Section. Without limiting the generality of the authority of the Authority to issue bonds and other instruments, the parties may agree, with the consent of any effected party, to pledge other revenues, including Proposition 111 gas tax remissions and Measure C return-to-source funds, as additional security for repayment of the bonds.

C. Fee Collection and Management. Fee revenues received by the parties shall be disbursed monthly by the parties to the Authority. Fees and other revenue shall be held by the Authority in a general fund account; bond proceeds shall be held in accordance with the applicable indenture and may be invested, consistent with the provisions of the applicable indenture, in accounts such as the CAMP fund. Interest accruing on funds held in such accounts shall, subject to any provision in an applicable indenture, and accrued interest on funds held in the general fund account, shall be deemed general funds available for any lawful purpose of the Authority. Unless otherwise agreed by the parties hereto, the total obligation of each party shall be the agreed upon contribution of fees provided for in this Section. The obligation to contribute fees to the Authority shall terminate on the earlier of the date on which the Projects have been fully funded and completed or the date on which the level of funding specified in Attachment 2, Section "B" has been achieved.

Attachment 2
to
East Contra Costa Regional Fee and Financing Authority
Joint Exercise of Powers Agreement

PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;
IMPLEMENTATION SCHEDULE

A. List of Projects. The fees provided for in this Agreement shall be used exclusively for the following Projects, each of which is a highway or arterial improvement of sub-regional or regional significance:

(i) Expansion of capacity of State Route 4 between Bailey Road in Pittsburg and the junction of Route 4 and State Route 160 in Antioch ("State Route 4 Improvements"). The Cities of Antioch and Pittsburg and the County shall sponsor the Project.

(ii) Acquisition of right-of-way and construction of the Buchanan Bypass extending from Somersville Road to Kirker Pass Road in the City of Pittsburg ("Buchanan Bypass"). The City of Pittsburg shall be the Project sponsor.

(iii) Acquisition of right-of-way and construction of the State Route 4 Bypass (Delta Expressway), extending from the junction of Route 4 and Route 160 in Antioch to Highway 4 south of Brentwood. The Cities of Brentwood and Antioch and the County shall be Project sponsors.

In the event that the Authority determines that one or more of the Projects cannot proceed, substitute projects may be implemented, subject to nomination by one or more of the sponsor jurisdictions for the Project to be replaced, and to approval by the Authority. Eligible replacement projects shall be of regional significance, be a portion of a Route of Regional Significance as defined in the Measure C program, and shall not receive funding under the Program in an amount in excess of the amount allocated to the replaced Project set forth in B. below.

B. Funding Commitments and Eligible Costs. Program revenues shall be available for all necessary Project costs through completion of construction. Costs include, but are not limited to, environmental clearance, conceptual engineering, traffic studies, design, right of way acquisition, utility relocation, litigation and settlement costs and costs of construction. The commitment to each Project shall be considered complete when the Project is accepted by the sponsor or sponsors. Funding amounts are in 1993 dollars. Commitments are cap amounts; actual funding commitments will depend upon regional fee revenues.

August 25, 1994

<u>PROJECT</u>	<u>EAST CONTRA COSTA</u>	
	<u>REGIONAL FEE</u>	<u>TOTAL COST</u>
	<u>COMMITMENT</u>	<u>EST.</u>
Route 4 Improvements	\$110 million	\$234 million
Buchanan Bypass	\$4 million	\$19 million
State Route 4 Bypass/ Delta Expressway	\$75 million	\$150 million

Administrative costs shall not exceed 1% of program revenues. Administrative costs include the development of the JPA as well as the administration of duties included in the agreement.

Eligible Project costs will be determined by Authority based on cost guidelines and other criteria to be developed by it. Where the Authority deems it advisable in order to avoid undue burdens on Project sponsors, the Authority may advance fund Project expenses on a monthly, quarterly or other basis; Project costs will otherwise be reimbursed pursuant to procedures to be determined by the Authority.

Project sponsors, as a condition of Project funding through Regional fees, commit to protect Project rights of way, by, among other things, requiring dedication of right of way as a condition of development project approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions which could adversely impact the cost of Projects, including, but not limited to, utility location or relocation, public development and the granting of easements in a proposed right of way.

The right-of-way dedication policy is as follows. Properties along or fronting the projects identified in this agreement shall be required to dedicate right-of-way up to 110 feet wide as measured from the centerline of the adopted precise alignment with no credit or compensation from the regional fee. Any additional right-of-way in excess of the 110 foot width may be either credited toward the regional fee or compensated. However, in circumstances where the allowable density has been transferred off of the right-of-way area then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies which will encourage the early dedication of lands that are required under this provision.

Any costs of defense and any liability incurred in connection with implementation of the regional fee proposal shall be borne by the Authority. The Authority agrees to the fullest extent legally permitted to indemnify and hold harmless the parties to this Agreement from any liability, loss, costs and claims related to the adoption or implementation of the regional fee program. Fee revenues and any other revenues transferred to the Authority by the parties pursuant to this agreement may be used for this purpose.

C. Implementation Schedule. Subject to environmental clearance, right of way acquisition and dedication, utility relocation and other factors the timing of which may be beyond the control of the Authority, and subject to the availability of regional fee and other funding sources as may be required, the following implementation guidelines shall apply to Project development:

(i) The Authority shall provide funds for the Buchanan Bypass consistent with the cash flow requirements demonstrated by the City of Pittsburg to be necessary for timely implementation, notwithstanding the funding requirements for any other Project. It is the parties' intent that the Buchanan Bypass be given first priority in construction from funds available through the Authority.

(ii) The schedule for Route 4 improvements shall be designed to match other funds provided by the Contra Costa Transportation Authority, the State and other sources to promote timely implementation of improvements. The Project shall be logically phased to provide maximum traffic congestion relief and to promote system continuity with the Willow Pass Grade Lowering and Bailey Road projects. All parties recognize the importance and priority of improving the SR4/Hillcrest interchange.

(iii) The parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass and every effort will be made to initiate construction on an initial project segment within the first five years following execution of the Agreement.

(iv) The Authority shall prepare, adopt and periodically update a Strategic Plan for implementation of the Projects, reflecting current information on Project costs and schedules, the availability of other revenue sources, the pace of fee collection, the schedule for and costs associated with the sale of bonds to advance funds and other relevant factors.

(v) The Authority will work to promote steady and coincident progress on all the Projects, to the extent that funding and Project readiness permit.