

# **Amendment No. 3 To Agreement**

Dated: September 10, 2013

18

Recording Requested By:

CITY CLERK  
150 CITY PARK WAY  
BRENTWOOD, CA 94513

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150 CITY PARK WAY  
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CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
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Document Title(s)

**Third Amendment to Joint Exercise of Powers Agreement  
for East Contra Costa Regional Fee and Financing Authority**

**THIRD AMENDMENT TO JOINT EXERCISE  
OF POWERS AGREEMENT FOR EAST  
CONTRA COSTA REGIONAL FEE AND  
FINANCING AUTHORITY**

**1. EFFECTIVE DATE AND PARTIES**

Effective September 10, 2013, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), mutually agree as follows:

**2. PURPOSE**

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and in funding and implementing regional road improvement projects in the East County area. The Agreement has previously been amended as follows: First Amendment dated October 4, 1999 (added Oakley as additional party) and Second Amendment dated July 11, 2005 (coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule). In addition, effective September 7, 2010, the City of Pittsburg withdrew as a party to ECCRFFA. The remaining parties (Antioch, Brentwood, Oakley, and the County) now wish to further amend the Agreement by re-admitting Pittsburg as a member of ECCRFFA, by revising the provisions for withdrawal from ECCRFFA and for the appointment of representatives to the ECCRFFA Board, and by providing for uniformity of the regional fees collected by Pittsburg and the other ECCRFFA members, including equalization of any fee shortfall between September 7, 2010 and the end of the current, two-year Pittsburg fee rebate program (December 31, 2014).

**3. AMENDMENTS TO AGREEMENT**

- A. In the first paragraph of the Agreement, add the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California, to the parties listed in that paragraph.



- B. In the Agreement, Section 1, DEFINITIONS, change or add the following definitions to read:

“‘City’ and ‘Cities,’ individually and collectively, mean the City of Antioch, the City of Brentwood, the City of Oakley, and the City of Pittsburg, each an existing municipal corporation under the laws of the State of California.

“‘Project Sponsor’ means the party that assumes responsibility for the implementation of a Project, including, as applicable, the securing of funding, environmental clearance, right-of-way acquisition, design, construction, and other necessary Project tasks.”

- C. Section 3.A is revised in its entirety to read:

“This Agreement shall become effective as of the date hereof and shall expire on December 31, 2030.”

- D. Section 3.B is revised in its entirety to read:

“Prior to the expiration date, no party to this Agreement may withdraw from the Authority without mutual written consent from all parties to this Agreement. Absent mutual consent, any purported withdrawal shall be void, and the party in question shall remain responsible for performing all obligations under this Agreement, including without limitation its obligation to levy, collect, and forward Regional Transportation-Development Mitigation Fees to the Authority in the amount approved by the Authority and its obligation to pay its proportional share of the cost of completing all existing and future projects approved by the Authority. Notwithstanding the expiration or termination of this Agreement, the indemnification and insurance provisions of Section B (last paragraph only) and Section D of Attachment 2 shall remain in full force and effect.

“Upon termination of this Agreement, all Authority assets will be transferred to the local jurisdiction in which they are located.”

- E. The first paragraph of Section 4.B is revised in its entirety to read:

“B. Governing Board. The Authority shall be administered by the Board, which shall be composed of elected board or council members from the Cities and the County. Each party shall have one representative appointed by the governing body of the party that such member represents. Alternate directors may be designated and appointed by each party from the membership of its respective governing body. An alternate shall be authorized to act only in the absence of his or her corresponding Board member. Board members and alternates shall serve at the pleasure of their respective governing bodies. In any event, the term of office of each Board member or alternate shall terminate when such member or alternate ceases to be an elected official of the governing body of the appointing party or when such member or alternate is replaced by the governing body of the appointing party.”

- F. Section 4.D(3) and (4) is revised in its entirety to read:

"(3) The County 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 County 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."

G. Attachment 1 (2005 Amendment) is replaced in its entirety with Attachment 1 (2013 Amendment) attached to this Amendment.

H. Attachment 2 (2005 Amendment) is replaced in its entirety with Attachment 2 (2013 Amendment) attached to this Amendment.

4. **REMAINING PROVISIONS**

Subject to the changes made by this and previous Amendments, all provisions of the Agreement shall remain in full force and effect.

5. **COUNTERPARTS**

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

6. **SIGNATURES**

These signatures attest the parties' agreement to this Amendment:

CITY OF ANTIOCH

By:   
Jim Jakel, City Manager

FORM APPROVED:

Lynn Tracy Nerland, City Attorney

By: 

CITY OF BRENTWOOD

By: \_\_\_\_\_  
Paul Eldredge, City Manager

FORM APPROVED:

Damien Brower, City Attorney

By: \_\_\_\_\_



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By: \_\_\_\_\_  
Jim Jakel, City Manager

By: \_\_\_\_\_

CITY OF BRENTWOOD

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Damien Brower, City Attorney

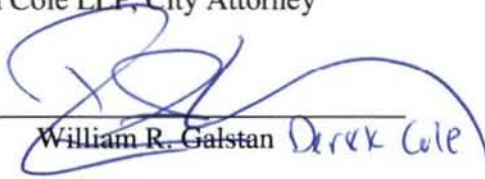
By:   
Paul Eldredge, City Manager

By: 

CITY OF OAKLEY

By:   
Bryan H. Montgomery, City  
Manager

FORM APPROVED:  
Cota Cole LLP, City Attorney

By:   
William R. Galstan Derek Cole

CITY OF PITTSBURG

By: \_\_\_\_\_  
Joe Sbranti, City Manager

FORM APPROVED:  
Meyers, Nave, Riback, Silver & Wilson,  
City Attorney

By: \_\_\_\_\_  
Ruthann G. Ziegler

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
David J. Twa, County  
Administrator

FORM APPROVED:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Thomas L. Geiger, Assistant  
County Counsel

CITY OF OAKLEY

FORM APPROVED:  
Cota Cole LLP, City Attorney

By: \_\_\_\_\_  
Bryan H. Montgomery, City  
Manager

By: \_\_\_\_\_  
William R. Galstan

CITY OF PITTSBURG

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By: \_\_\_\_\_  
Thomas L. Geiger, Assistant  
County Counsel



CITY OF OAKLEY

FORM APPROVED:  
Cota Cole LLP, City Attorney

By: \_\_\_\_\_  
Bryan H. Montgomery, City  
Manager

By: \_\_\_\_\_  
William R. Galstan

CITY OF PITTSBURG

FORM APPROVED:  
Meyers, Nave, Riback, Silver & Wilson,  
City Attorney

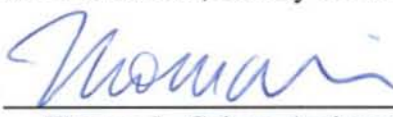
By: \_\_\_\_\_  
Joe Sbranti, City Manager

By: \_\_\_\_\_  
Ruthann G. Ziegler

COUNTY OF CONTRA COSTA

FORM APPROVED:  
Sharon L. Anderson, County Counsel

By:  \_\_\_\_\_  
David J. Twa, County  
Administrator

By:  \_\_\_\_\_  
Thomas L. Geiger, Assistant  
County Counsel

Attachment 1 – 2013 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

IMPLEMENTATION OF REGIONAL TRANSPORTATION-DEVELOPMENT IMPACT  
MITIGATION (RTDIM) FEE PROGRAM

A. Imposition of RTDIM Fees by Antioch, Brentwood, Oakley, and County. In order to fund the Program and Projects of the Authority, the parties agree that the following Regional Transportation Development Impact Fees ("RTDIM Fees"), which were originally adopted in 2005, shall continue to be implemented by Antioch, Brentwood, Oakley, and the County.

Regional Transportation-Development Impact Mitigation (RTDIM) Fees			
Type of Use	Fee Units	Fee Schedule	
		2005	2013*
Single family residential units, duet homes, and residential condominiums	Per dwelling unit	\$15,000	\$18,972 (\$9,486)
Multiple family residential	Per dwelling unit	\$9,207.92	\$11,646 (\$5,823)
Commercial	Per square foot of gross floor area	\$1.25	\$1.58
Office	Per square foot of gross floor area	\$1.10	\$1.38
Industrial	Per square foot of gross floor area	\$1.10	\$1.38
Other	Per peak hour trip as determined	\$15,000	\$18,972

\* The 2013 fee schedule includes the annual adjustments specified in the Authority's Resolution No. 2005/06. The figures in parentheses reflect the net residential fee amounts payable under the Authority's fee rebate program approved December 2011, which provides for a 50% rebate applicable to residential fee rates through December 31, 2013 (see Section B below).

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the "Report") prepared by Fehr & Peers, which has been approved by the Authority's Board. The Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The fee schedule is subject to annual adjustment as provided below and in the fee ordinances and/or resolutions adopted by the parties. In addition to the listed amounts, each party may collect and retain an administrative charge up to 1% of the listed amounts.

B. Adoption of Revised RTDIM Fees by the Authority. On August 8, 2013, the Authority approved a revision to its current fee rebate program, which revision resulted in the following net residential fees payable for the period through December 31, 2015:

August 8, 2013 through December 31, 2013

Single family \$18,972 - 50% rebate = \$9,486

Multiple family \$11,646 - 50% rebate = \$5,823

January 1, 2014 through December 31, 2014

Single family \$18,972 + annual adjustment - 38% rebate

Multiple family \$11,646 + annual adjustment - 38% rebate

January 1, 2015 through December 31, 2015

Single family \$18,972 + annual adjustments - 29% rebate

Multiple family \$11,646 + annual adjustments - 29% rebate

C. Imposition of PRTDIM Fees by Pittsburgh. In order to fund the Program and Projects of the Authority, the parties agree that the following Pittsburgh Regional Transportation Development Impact Fees ("PRTDIM Fees"), which were originally adopted in 2010, shall continue to be implemented by Pittsburgh as follows:

- (1) Within thirty days of the effective date of this Amendment, Pittsburgh shall revise its commercial, office, and industrial fee rates to match and collect the Authority's commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below. Up to that time, Pittsburgh shall collect at least the following amounts:

Commercial -- \$1.35/square foot of gross floor area

Office -- \$1.18/square foot of gross floor area

Industrial -- \$1.18/square foot of gross floor area

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010 prevent Pittsburgh from collecting commercial, office, or industrial fees at the rates listed above, Pittsburgh shall make up the shortfall from its own separate funds and shall forward the full amount to the Authority per the terms of this Agreement.

- (2) Pittsburgh shall revise its residential fee collection as follows:



- (a) At the same time as the other Authority Members, Pittsburg shall apply fee rebates to match and collect the same net residential fee amounts collected by the other Member Agencies under the ECCRFFA fee rebate program (see Section B above). Up to that time, Pittsburg shall continue collecting the following residential fees: Single family residential -- \$16,176/dwelling unit; and multiple family residential -- \$9,934/dwelling unit.
  - (b) In the event that the Authority approves a revised fee schedule or a new or revised fee rebate program pursuant to Section D below, at the same time as the other Authority Members, Pittsburg shall adopt and collect the revised fee schedule or shall apply the new or revised fee rebates to match and collect the same net residential fee amounts as the other Member Agencies, including the annual adjustment specified in Section F below.
  - (c) The residential fees collected by Pittsburg under this Subsection C(2) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs in Subsection C(3) below.
- (3) During the current Pittsburg fee rebate program, which ends on or before December 31, 2014, should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010 prevent Pittsburg from collecting residential fees at the rates specified in Subsection C(2) above, Pittsburg may collect the rebated fees specified in the MOU, in which case Pittsburg's collection of such rebated fees shall be subject to Subsection C(4) below. Following termination of the current Pittsburg fee rebate program on or before December 31, 2014, Pittsburg shall apply fee rebates and collect the same net residential fee amounts approved by the Authority pursuant to Section B above, which rates shall apply uniformly to all development in Pittsburg, without exception for MOUs or otherwise.
- (4) The Authority and Pittsburg will calculate the total fees collected by Pittsburg between September 7, 2010 and the end of the current, two-year Pittsburg fee rebate program (December 31, 2014) and compare it with the total fees that Pittsburg would have collected during that same period if Pittsburg had charged the same fee rates as the other Member Agencies. If there is a shortfall, Pittsburg shall eliminate the shortfall by collecting increased fees (up to \$16,176/single family dwelling unit and \$9,934/multiple family dwelling unit, subject to the annual adjustment specified in Section F below) for the next 150 single family residential and/or multiple family residential permits issued by Pittsburg after



December 31, 2014, or if the shortfall has not been eliminated through Pittsburg collecting the maximum rates for 150 permits, for such additional permits as are required to completely eliminate the shortfall.

- (5) Pittsburg shall defend (with counsel selected by Pittsburg), indemnify, save, and hold harmless the Authority, the other Member Agencies, and their officers, agents, and employees from any litigation, claims, costs, expenses, or liability arising from or in any way related to Pittsburg's fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(3) or C(4) above. The Authority and the other Member Agencies shall not be required to defend, indemnify, save, or hold harmless Pittsburg under Section B of Attachment 2 or otherwise for claims related to the Pittsburg fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(3) or C(4) above.

D. Subsequent Approval of Revised Fee Schedule or New or Revised Fee Rebate Program by the Authority. Between January 1, 2016 and December 31, 2030, the Authority may approve a revised fee schedule or a new or revised fee rebate program, which shall be subject to the following limitations unless otherwise approved unanimously by the full Authority Board, with all Board members present:

- (1) Any revised residential fees shall not exceed the following maximum rates, subject to the annual adjustment specified in Section F below: Single family residential \$16,176/dwelling unit; Multiple family residential \$9,934/dwelling unit; Other \$16,176/peak hour trip.
- (2) Any new or revised residential fee rebates shall result in net residential fee amounts at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days of such approval, each of the parties (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall adopt a fee ordinance or resolution implementing the revised fee schedule or shall promptly apply the new or revised fee rebates. This procedure does not apply to annual fee adjustments, which are automatic and do not require further approval or action.

E. Fees for Uses Not Listed. The fees for uses not listed shall be determined by the Member Agency with land use authority through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority Board.

F. Annual Fee Adjustment. Every January 1, the fee rates listed above, including any maximum fee rates, shall be automatically adjusted by the amount of the increase or decrease in

the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

G. Credit for Construction Costs or Land Acquisition. Subject to the priority order set forth in Section E of Attachment 2, with approval of the Authority Board, credit may be granted against the payment of the fee for construction of a usable portion of any Project. 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 the portion as determined by the Authority Board. No credit shall be granted for any lands that are required to be dedicated as specified in Attachment 2, Section B.

H. Fee Collection and Management. Except for approximately \$5.5 million of PRTDIM fees used by Pittsburg as described in the last paragraph of Section E of Attachment 2, all fee revenues received or collected by the parties, together with any separate funds and increased fees to eliminate a shortfall (see Subsections C(1) and (4) above), shall be disbursed monthly by the parties to the Authority. Fees and other revenues 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 or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts 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, the total obligation of each party shall be the contribution of fees collected by that party from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on December 31, 2030 (i.e., the termination date specified in Section 3 of the Agreement).

Attachment 2 – 2013 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

**PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;**  
**IMPLEMENTATION SCHEDULE**

**A. Current List of Projects.** The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

- (1) State Route 4 freeway widening from Railroad Avenue to the State Route 4 Bypass, including reconstruction of interchanges as necessary.
- (2) State Route 4 Bypass, Segment 1 from State Route 4 to Lone Tree Way, including interchanges at Laurel Road and Lone Tree Way.
- (3) State Route 4 Bypass, Segment 2 from Lone Tree Way to Balfour Road, including an interchange at Sand Creek Road.
- (4) State Route 4 Bypass, Segment 3 from Balfour Road to Vasco Road, including interchanges at Balfour Road, Marsh Creek Road, and Vasco Road.
- (5) Laurel Road Extension from State Route 4 Bypass to Empire Avenue.
- (6) State Route 239/84 Connector, consisting of the Armstrong Road extension (formerly Byron Airport Road).
- (7) State Route 239 corridor study and preliminary design.
- (8) State Route 4 (Main Street or Brentwood Boulevard) widening from Vintage Parkway in Oakley to Marsh Creek bridge in Brentwood and Chestnut Street to Balfour Road in south Brentwood.
- (9) Balfour Road widening from Deer Valley Road to Brentwood city limits.
- (10) Marsh Creek Road and Deer Valley Road safety enhancements from Walnut Boulevard to Clayton and from Balfour Road to Marsh Creek Road.
- (11) Route 84/Vasco Road widening to County line.

***Northern Parallel Arterials***

- (12) Pittsburg-Antioch Highway from Somersville Road to Loveridge Road.



- (13) Ninth and Tenth Streets couple improvements from A Street to L Street.
- (14) California Avenue from Railroad Avenue to Loveridge Road.
- (15) Willow Pass Road from Range Road to Loftus Road and Bailey Road to city limits.

***Southern Parallel Arterials***

- (16) Buchanan Bypass (new arterial) or Buchanan Road from Railroad Avenue to Somersville Road.
- (17) West Tregallas Road/Fitzuren Road from Lone Tree Way to Buchanan Road.
- (18) West Leland Road or Evora Road from San Marco to Avila Road and from Willow Pass Road (Bay Point) to Willow Pass Road (Concord).

***New Regional Arterial Projects***

- (19) Wilbur Avenue from Minaker Drive to State Route 160.
- (20) Neroly Road from Oakley Road to Laurel Road.
- (21) Deer Valley Road from Antioch city limits to Balfour Road.
- (22) Walnut Boulevard from Brentwood city limits to State Route 4 Bypass.
- (23) John Muir Parkway (new roadway between Balfour Road and Fairview Avenue).
- (24) Byron Highway safety enhancements from Delta Road to State Route 4.

***Regional Transit Projects***

- (25) East County express bus.
- (26) Commuter rail (eBART).

**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.

The Authority's 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 this Agreement.



Eligible Project costs will be determined by the Authority based on cost guidelines and other criteria to be developed by the Authority. 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 otherwise will 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 land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that 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 for the State Route 4 Bypass 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 the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that 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 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 environment 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 parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) 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 Project sponsor(s) for the various Projects, the availability of other revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

**D. Indemnification.** As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

**E. Project and Funding Priorities.** The following priority order shall hereafter apply to funding and implementation of the Authority's regional Projects:

First Priority:

Initial projects and ECCRFFA existing commitments:

- (a) SR4 East widening (for project description, see CCTA's Measure J Strategic Plan);
- (b) eBART extension to Hillcrest Avenue, which excludes Railroad Avenue station, with ECCRFFA to provide \$1.2 million to BART by 12/31/2013 (for project description, see CCTA's Measure J Strategic Plan);
- (c) SR4 Bypass projects, including the following:
  - (1) SR4/SR160 Connector Ramps (project involves constructing direct connectors between SR4 Bypass and SR160);
  - (2) Sand Creek Road Interchange (project includes a partial cloverleaf configuration on west side and a tight diamond on east side);
  - (3) Balfour Road Interchange – Phase 1 (project includes partial cloverleaves on both east and west sides and a single bridge over Balfour Road with two-directional traffic);
  - (4) 4-Laning between Lone Tree Way and Balfour Road; and
- (d) Outstanding ECCRFFA commitments (\$13.0 million), consisting of the following:
  - (1) Reimburse Contra Costa County Proposition 1B funds – \$3.0 million;
  - (2) John Muir Parkway – Brentwood: \$2.9 million;
  - (3) Vasco Road – Alameda County: up to \$3.0 million (final amount to be determined based on actual bids received); and
  - (4) Old SR4 relinquishment costs: \$4.1 million.

Second Priority:

eBART extension beyond Hillcrest Avenue – environmental review for the eBART extension (up to \$3.0 million).

Third Priority:

James Donlan Extension (JDE; project includes a 2.7-mile (approximate) extension from Somersville Road to Kirker Pass Road, consisting of a four-lane road for approximately 0.72 mile through Black Diamond Estates and Sky Ranch II Subdivisions (western edge), then a two-lane road for approximately 1.7 miles



through an undeveloped area, then expanded to four lanes for the remaining 0.28 mile (approximate) near Kirker Pass Road (east end), and realignment of a portion of Kirker Pass Road to match project grades and to conform the project to existing topography).

The above priority order cannot be changed unless both of the following conditions are met: (1) there are extenuating circumstances regarding regional priorities or difficulties in implementing one of the priority projects listed above and (2) there is a unanimous vote by the full ECCRFFA Board, with all Board members present, to change the above priority order.

Pittsburg shall use PRTDIM fees collected between September 7, 2010 and the effective date of this Amendment (approximately \$5.5 million) as follows: approximately \$5.3 million for JDE (i.e., environmental clearance, right-of-way acquisition, and project design) and the Railroad Avenue eBART station; and up to \$196,000 for legal fees incurred by Pittsburg in the TRANSPLAN/ECCRFFA lawsuit."

**F. Cooperation among ECCRFFA Member Agencies.** ECCRFFA and each of its Member Agencies agree to cooperate so as to maximize all regional, state, and federal funding available to complete construction of the Priority Projects, as set forth in Section E above, as soon as reasonably possible, unless the Priority Projects would not compete as well as other candidate projects in East County, due to project readiness or other funding criteria required for project selection. For clarity, the intent is to ensure that the Priority Projects receive priority for available outside funding, while balancing the goal of maximizing funding/delivery of all transportation projects in East County."

## Amendment Two to Agreement





**SECOND AMENDMENT TO JOINT EXERCISE  
OF POWERS AGREEMENT FOR EAST  
CONTRA COSTA REGIONAL FEE AND  
FINANCING AUTHORITY**

**1. EFFECTIVE DATE AND PARTIES**

Effective July 11, 2005, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a legal subdivision and body corporate and politic of the State of California (the "County"), mutually agree as follows:

**2. PURPOSE**

- A. On August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and funding and implementing road improvement projects in the East County area.
- B. On October 4, 1999, following the incorporation of the City of Oakley, Oakley was added as a party to ECCRFFA by a written amendment to the Agreement entitled "FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY."
- C. On December 18, 2001, Antioch, Brentwood, Oakley, and the County formed the East County Transportation Improvement Authority (ECTIA), another separate joint powers agency, by entering into a written agreement entitled "EAST COUNTY TRANSPORTATION IMPROVEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "ECTIA Agreement"). ECTIA was formed to assist in establishing and administering an additional uniform regional development fee program

and funding and implementing additional road improvement projects in the East County area.

- D. Pittsburg has expressed an intention to participate in a uniform regional development fee program at the same level as Antioch, Brentwood, Oakley, and the County and to coordinate its transportation impact mitigation fees with those collected by the other agencies.
- E. Antioch, Brentwood, Oakley, Pittsburg, and the County now wish to consolidate the activities of ECCRFFA and ECTIA by amending the Agreement to provide for ECCRFFA to take over the uniform regional development fee program and projects previously administered by ECTIA and by terminating ECTIA and the ECTIA Agreement.

### **3. AMENDMENTS TO AGREEMENT**

Pursuant to Section 16 of the Agreement, the Agreement is amended as follows:

- A. The following definitions are added to Section 1:

“Member Agency” or “Member Agencies,” individually and collectively respectively, means the City of Antioch, the City of Brentwood, the City of Oakley, the City of Pittsburg, and the County of Contra Costa.

“Regional Transportation-Development Mitigation Fees” or “RTDIM Fees” means the fees to be enacted and imposed by each Member Agency upon new development to fund regional transportation improvements.

- B. Attachment 1 – 2005 Amendment attached to this Amendment is made a part of the Agreement and shall replace Attachment 1 to the original Agreement.
- C. Attachment 2 – 2005 Amendment attached to this Amendment is made a part of the Agreement and shall replace Attachment 2 to the original Agreement.

### **4. REMAINING PROVISIONS**


All other provisions of the Agreement and the First Amendment to the Agreement shall remain in full force and effect except as may be specifically amended or superseded by this Amendment. This Amendment shall take effect only if it and the termination of ECTIA and the ECTIA Agreement are unanimously approved by the ECCRFFA and ECTIA member agencies. The effective date of this

Amendment shall be the date on which the last Member Agency, through its duly-authorized representative, executes this Amendment.

## 5. SIGNATURES

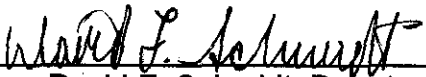
These signatures attest the parties' agreement hereto.

COUNTY OF CONTRA COSTA

By:   
County Administrator

FORM APPROVED:

Silvano B. Marchesi, County Counsel

By:   
David F. Schmidt, Deputy  
County Counsel

CITY OF ANTIOCH

By:   
City Manager

FORM APPROVED:

William Galstan, City Attorney

By: 

CITY OF BRENTWOOD

By:   
City Manager

FORM APPROVED:

McDonough, Holland & Allen, City  
Attorney


By:   
Tom Curry

CITY OF OAKLEY

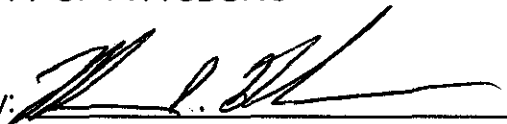
By:   
City Manager

FORM APPROVED:

Meyers, Nave, Riback, Silver & Wilson,  
City Attorney

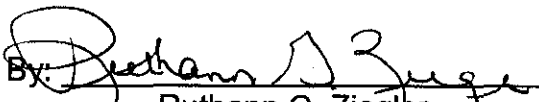
By:   
Elizabeth H. Silver

CITY OF PITTSBURG

By:   
City Manager

FORM APPROVED:

Meyers, Nave, Riback, Silver & Wilson,  
City Attorney

By:   
Ruthann G. Ziegler

**Attachment 1 – 2005 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement**

**IMPLEMENTATION OF REGIONAL TRANSPORTATION-DEVELOPMENT IMPACT  
MITIGATION (RTDIM) 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 Regional Transportation-Development Impact Mitigation Fees ("RTDIM Fees") shall be implemented by Antioch, Brentwood, Oakley, Pittsburg, and the County. The fees are payable at the time of issuance of building permits:

<b>Regional Transportation-Development Impact Mitigation (RTDIM) Fees</b>		
<b>Type of Use</b>	<b>Fee Units</b>	<b>Fee Amount</b>
Single family residential units, duet homes, and residential condominiums	Per dwelling unit	\$15,000.00
Multiple family residential	Per dwelling unit	\$9,207.92
Commercial	Per square foot of gross floor area	\$1.25
Office	Per square foot of gross floor area	\$1.10
Industrial	Per square foot of gross floor area	\$1.10
Other	Per peak hour trip as determined	\$15,000.00/peak hour trip

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the "Report") prepared by Fehr & Peers, which has been approved by the Authority's Board. The Report is adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The fee schedule is subject to annual adjustment as provided below and in the fee ordinances or resolutions adopted by the parties. In addition to the listed amounts, each party may collect and retain an administrative charge up to 1% of the listed amounts.

Within 60 days of June 16, 2005, each of the parties (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall adopt a fee ordinance or resolution implementing the above fee schedule.



From time to time, the Authority may approve a revision to the above fee schedule. Within 60 days of such approval, each of the parties (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall adopt a fee ordinance or resolution implementing the revised fee schedule. This procedure does not apply to annual fee adjustment, which is automatic and does not require Authority approval.

The fees for uses not listed shall be determined by the governing jurisdiction through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority.

Beginning January 1 of each year following the year in which the above fee schedule was adopted and continuing every January 1 thereafter, each party shall increase the above fee amounts by the amount of the increase in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

With approval of the Authority, credit may be granted against the payment of the fee for construction of a usable portion 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 the portion 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. 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 or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts 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, the total obligation of each party shall be the contribution of fees collected by that party from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on the date on which the Projects have been fully funded and completed or such earlier date as may be permitted under Section 3 of the Agreement.

Upon the termination of the East County Transportation Improvement Authority (ECTIA), the Authority shall receive the developer fees transferred from ECTIA and shall use those fees to administer the uniform regional development fee program and projects previously administered by ECTIA.

**Attachment 2 – 2005 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement**

**PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;  
IMPLEMENTATION SCHEDULE**

**A. Current List of Projects.** The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

- (1) State Route 4 freeway widening from Railroad Avenue to the State Route 4 Bypass, including reconstruction of interchanges as necessary.
- (2) State Route 4 Bypass, Segment 1 from State Route 4 to Lone Tree Way, including interchanges at Laurel Road and Lone Tree Way.
- (3) State Route 4 Bypass, Segment 2 from Lone Tree Way to Balfour Road, including an interchange at Sand Creek Road.
- (4) State Route 4 Bypass, Segment 3 from Balfour Road to Vasco Road, including interchanges at Balfour Road, Marsh Creek Road, and Vasco Road.
- (5) Laurel Road Extension from State Route 4 Bypass to Empire Avenue.
- (6) State Route 239/84 Connector consisting of the Armstrong Road extension (formerly Byron Airport Road).
- (7) State Route 239 corridor study and preliminary design.
- (8) State Route 4 (Main Street or Brentwood Boulevard) widening from Vintage Parkway in Oakley to Marsh Creek bridge in Brentwood and Chestnut Street to Balfour Road in south Brentwood.
- (9) Balfour Road widening from Deer Valley Road to Brentwood city limits.
- (10) Marsh Creek Road and Deer Valley Road safety enhancements from Walnut Boulevard to Clayton and from Balfour Road to Marsh Creek Road.
- (11) Route 84/Vasco Road widening to County line.

### ***Northern Parallel Arterials***

- (12) Pittsburg-Antioch Highway from Somersville Road to Loveridge Road.
- (13) Ninth and Tenth Streets couple improvements from A Street to L Street.
- (14) California Avenue from Railroad Avenue to Loveridge Road.
- (15) Willow Pass Road from Range Road to Loftus Road and Bailey Road to city limits.

### ***Southern Parallel Arterials***

- (16) Buchanan Bypass (new arterial) or Buchanan Road from Railroad Avenue to Somersville Road.
- (17) West Tregallas Road/Fitzuren Road from Lone Tree Way to Buchanan Road.
- (18) West Leland Road or Evora Road from San Marco to Avila Road and from Willow Pass Road (Bay Point) to Willow Pass Road (Concord).

### ***New Regional Arterial Projects***

- (19) Wilbur Avenue from Minaker Drive to State Route 160.
- (20) Neroly Road from Oakley Road to Laurel Road.
- (21) Deer Valley Road from Antioch city limits to Balfour Road.
- (22) Walnut Boulevard from Brentwood city limits to State Route 4 Bypass.
- (23) John Muir Parkway (new roadway between Balfour Road and Fairview Avenue).
- (24) Byron Highway safety enhancements from Delta Road to State Route 4.

### ***Regional Transit Projects***

- (25) East County express bus.
- (26) Commuter rail (eBART).

**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.

The Authority's 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 the Authority. 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 otherwise will 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 land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that 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 for the State Route 4 Bypass 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 the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that 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 parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) 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 Project sponsor(s) for the various Projects, the availability of other revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

**D. Indemnification.** As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

## Amendment One to Agreement



# FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

## 1. EFFECTIVE DATE AND PARTIES

Effective OCTOBER 4, 1999, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a legal subdivision and body corporate and politic of the State of California (the "County"), mutually agree as follows:

## 2. PURPOSE

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County entered into a written agreement entitled "East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement" (referred to as the "Agreement"), which provided for the creation of a separate joint powers agency to assist in the establishment of a uniform regional development fee program and the funding and implementation of road improvement projects in the East County area. The Agreement has not been amended previously. With Oakley's incorporation as a new city effective July 1, 1999, the parties wish to amend the Agreement to add Oakley as an additional member of the Authority, pursuant to Sections 3.C and 16 of the Agreement.

## 3. AMENDMENTS TO AGREEMENT

- A. In the first paragraph of the Agreement, add the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California, to the parties listed in that paragraph.
- B. In the Agreement, Section 1 DEFINITIONS, change the definition of "City" and "Cities" to read:

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

- C. In Attachment 2, Section A List of Projects, subpart (iii), add the City of Oakley to the Project sponsors for the State Route 4 Bypass.

4. **REMAINING PROVISIONS**

Except for the changes made by this Amendment, all provisions of the Agreement shall remain in full force and effect.

5. **SIGNATURES**

These signatures attest the parties' agreement hereto:

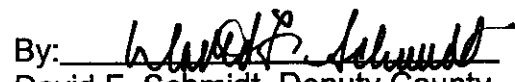
**COUNTY OF CONTRA COSTA**

By:   
Board Chair

ATTEST: Phil Batchelor, Clerk of the  
Board of Supervisors and County  
Administrator

By:   
Deputy Clerk

FORM APPROVED:  
Victor J. Westman, County Counsel

By:   
David F. Schmidt, Deputy County  
Counsel

**CITY OF ANTIOCH**

By: Mary Helen Roche  
Mayor

ATTEST:

By: Sharon Martin  
City Clerk

FORM APPROVED:

By: William R. Galstan  
William Galstan, City Attorney

**CITY OF BRENTWOOD**

By: John F. Hill  
Mayor

ATTEST:

By: Karen Day  
City Clerk

FORM APPROVED:

By: Paul C. Arde  
City Attorney

**CITY OF OAKLEY**

By: Pat Anderson  
Mayor

ATTEST:

By: Yvonne Osterblad  
City Clerk

FORM APPROVED:

By: Elizabeth H. Silver  
Elizabeth H. Silver City Attorney

**CITY OF PITTSBURG**

By: Voni Anguin  
Mayor

ATTEST:

By: Kathleen C. Reiderger  
Deputy City Clerk

FORM APPROVED:

By: Michael Woods  
Michael Woods, City Attorney

# Agreement



**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 July 12, 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

*Glennett Randall*

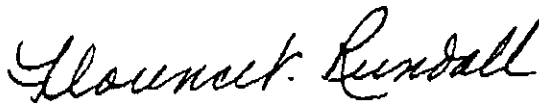
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**COUNTY OF CONTRA COSTA**By: Attest:   
Clerk of the Board of Supervisors**CITY OF ANTIOCH**By: Attest:  
City Clerk

CITY OF BRENTWOOD

By: *William Doherty*

*Deputy* Attest: *Linda Keefler*  
City Clerk

CITY OF PITTSBURG

By: *Mary Elmy*

Attest: *Lillian J. Fride*  
City Clerk



**CITY OF BRENTWOOD**

By:

*William Doherty*

Attest:

*Deputy*

City Clerk

*Linda Keefer*

**CITY OF PITTSBURG**

By:

Attest:

City Clerk

**Attachment 1**  
**to**  
**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.	<p>From July 23, 1994 until July 23, 1995: \$1,730/dwelling unit.</p> <p>From July 24, 1995 until July 24, 1996: \$2,553 plus adjustment per Engineering News Record Construction Cost Index/dwelling unit.</p> <p>From July 25, 1996 until July 25, 1997: \$3,376 plus adjustment per Engineering News Record Construction Cost Index/dwelling unit.</p> <p style="text-align:right">Continued</p>

	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.

<u>PROJECT</u>	<u>EAST CONTRA COSTA</u>	
	<u>REGIONAL FEE</u> <u>COMMITMENT</u>	<u>TOTAL COST</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.