

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

1. EFFECTIVE DATE AND PARTIES

Effective _____, 2024, 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”), as member agencies of the East Contra Costa Regional Fee and Financing Authority, 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: a First Amendment, dated October 4, 1999, added Oakley as additional party; a Second Amendment, dated July 11, 2005, coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule; a Third Amendment dated September 10, 2013, readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes; and a Fourth Amendment, dated February 16, 2021, to add the Sand Creek Road Extension to Deer Valley Road project to the list of ECCRFFA projects. Antioch, Brentwood, Oakley, Pittsburg, and the County now desire to enter into this Fifth Amendment to the Agreement, to add 18 new projects to the ECCRFFA list of projects (Attachment 2), to revise the project prioritization provisions that were established under the Third Amendment, and to make other technical changes to the Agreement, as previously amended. Attachment 1 to the Agreement also will be amended to refer to the “April 2024 Final Report, East Contra Costa Regional Fee Program Update,” with no change to ECCRFFA’s Regional Transportation Development Impact Mitigation (“RTDIM”) fees.

3. AMENDMENTS TO AGREEMENT

- A. Attachment 1 (2020 Amendment) is replaced in its entirety with Attachment 1 (2024 Amendment) attached to this Fifth Amendment, with no changes to the fees in the RTDIM fee schedule. The fees on the fee schedule reflect the current RTDIM fees inclusive of the 2024 fee increases based on changes in the Construction Cost Index authorized under the Agreement, as previously amended. Other changes included in Attachment 1 make it current and bring it up to date.
- B. Attachment 2 (2020 Amendment) is replaced in its entirety with Attachment 2 (2024 Amendment) attached to this Fifth Amendment, to add 18 new projects to ECCRFFA’s list of projects.

4. CITY OF PITTSBURG PROJECTS

The Agreement no longer prioritizes the James Donlon Extension project (“JDE Project”) as a Third Priority project. The Agreement now includes two new Third Priority projects in Attachment 2, both within Pittsburgh. Notwithstanding anything to the contrary in this Agreement, the funds that had been reserved for the JDE Project (“JDE Funds”) are reallocated to and encumbered for the ECCRFFA share of the cost of the new Third Priority Projects. .

5. REMAINING PROVISIONS

Subject to the changes made by this Fifth Amendment and all previous amendments, all provisions of the Agreement shall remain in full force and effect. If this Fifth Amendment is determined by a court to be invalid or unenforceable, the Agreement, as previously amended through the Fourth Amendment, shall remain unchanged and in full force and effect.

6. COUNTERPARTS

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

7. SIGNATURES

These signatures attest the parties’ agreement to this Fifth Amendment.

[Remainder of page left blank. Signatures on next page.]

CITY OF ANTIOCH

FORM APPROVED:
Thomas Lloyd Smith, City Attorney

By: _____
Kwame Reed, Acting City Manager

By: _____

CITY OF BRENTWOOD

FORM APPROVED:

By: _____
Tim Ogden, City Manager

By: _____
City Attorney

CITY OF OAKLEY

FORM APPROVED:
Cole Huber, LLP

By: _____
Joshua McMurray, City Manager

By: _____
Derek Cole, City Attorney

CITY OF PITTSBURG

FORM APPROVED:
Donna Mooney, City Attorney

By: _____
Garrett Evans, City Manager

By: _____

COUNTY OF CONTRA COSTA

FORM APPROVED:
Thomas L. Geiger, County Counsel

By: _____
Monica Nino, County Administrator

By: _____
Stephen M. Siptroth
Assistant County Counsel

Attachment 1 – 2024 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 (each agency and Pittsburg is sometimes referred to as a “Member Agency” and, together, as the “Member Agencies”).

Regional Transportation-Development Impact Mitigation (RTDIM) Fees			
Type of Use	Fee Units	Fee Schedule	
		2005	2024*
Single family residential units, duet homes, and residential condominiums	Per dwelling unit	\$15,000	\$24,066
Multiple family residential	Per dwelling unit	\$9,207.92	\$14,773
Commercial	Per square foot of gross floor area	\$1.25	\$2.35
Office	Per square foot of gross floor area	\$1.10	\$2.04
Industrial	Per square foot of gross floor area	\$1.10	\$2.04
Other	Per peak hour trip as determined	\$15,000	\$28,313

* The 2024 fee schedule reflects fees in effect from January 1, 2024, through December 31, 2024, inclusive of the annual adjustments specified in the Authority’s Resolution No. 2005/06. The fees will increase each January 1, in accordance with Section F, below. The figures in parentheses reflect the net residential fee amounts payable after the Authority’s fee rebate last approved December 2023, which provides for a rebate applicable to residential fee rates, as further described in Section B, below. ECCRFFA fees for senior housing shall be calculated in accordance with ECCRFFA’s “Policy on Reduced Fees for Age-Restricted Senior Housing.” ECCRFFA fees for Accessory Dwelling Units (ADUs) shall be calculated in accordance with Government Code section 65852.2 and ECCRFFA’s “Policy for Accessory Dwelling Units.” ECCRFFA’s fees for certain transit-oriented development projects will be calculated in accordance with ECCRFFA’s “Fee Reduction Policy for Certain Transit-Oriented Developments” adopted pursuant to Government Code section 66005.1.

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the “2005 Report”) prepared by Fehr & Peers, which has been approved by the Authority’s Board. The above fees are unchanged since the fees were last adopted in 2005 and are below the maximum fee rates calculated in the “East Contra Costa Regional Fee Program Update,” dated May 2024, prepared by Fehr & Peers (“2024 Report”). The 2005 Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The “East Contra Costa Regional Fee Program Update” (“2020 Report”) was previously adopted to add the Sand Creek Extension Project to the ECCRFFA project list, with no changes to the RTDIM Fees in the above fee schedule. The 2024 Report was adopted to add 18 additional projects to the ECCRFFA project list, with no changes to the RTDIM Fees in the above schedule. The RTDIM Fees in the above fee schedule are subject to annual adjustment, as provided in Section F, below, and as provided in the fee ordinances and/or resolutions adopted by the Member Agencies. In addition to the listed amounts, each Member Agency may collect and retain an administrative charge up to 1% of the listed amounts.

B. Adoption of Revised RTDIM Fees by the Authority. The Authority established an RTDIM Fee rebate program in 2013. The fee rebate program does not change the RTDIM Fees last adopted in 2005. Rather, the fee rebate program provides a rebate on the amount of the RTDIM Fees that are collected by the Member Agencies. Since 2013, the Authority Board of Directors has approved continuing the fee rebate. The Authority Board last approved to continue an RTDIM Fee rebate on December 14, 2023, when the Authority Board authorized a 15% rebate to all applicants who pay RTDIM Fees for residential uses (*i.e.*, single family residential units, duet homes, residential condominiums, and multi-family residential) during the period from January 1, 2024, through December 31, 2025. The fee rebate program is subject to reevaluation at any time by the Authority Board, and the Authority Board has sole discretion to terminate or modify the fee rebate program.

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

Beginning October 10, 2013, Pittsburg shall ensure its commercial, office, and industrial fee rates match the Authority’s commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below.

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010, prevent Pittsburg from collecting commercial, office, or industrial fees at the rates listed above, Pittsburg 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.

- (1) Beginning September 10, 2013, Pittsburg shall ensure its residential fee rates are collected 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).
 - (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 Member Agencies, 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(1) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs between Pittsburg and developers.
- (2) 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(1) 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(1) 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 Board may, from time to time, approve revised fee schedules, or new or revised fee rebate programs, 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 of at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days after such approval, each Member Agency (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall consider adopting a fee ordinance or resolution implementing the revised fee schedule, or shall promptly consider applying 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 before the Member Agency imposes the fees.

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 prior approval of the Authority Board, credit may be granted against the payment of the fee for a usable portion of any Project. The amount of credit shall be limited to the regional component of the Project, as determined by the Authority Board in its sole discretion. Notwithstanding anything to the contrary, no fee 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 Member Agencies, together with any separate funds and increased fees to eliminate a shortfall, shall be disbursed monthly by the Member Agencies 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 Member Agencies, the total obligation of each Member Agency shall be the contribution of fees collected by that Member Agency 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 – 2024 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:

Freeway Improvements		
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes Loveridge interchange Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass) Hillcrest interchange expansion
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree Phase 2, SR 160 interchange Laurel interchange, phase 2
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes Phase 2, 4 lanes, Sand Creek Road to Balfour Road Widen to 6 lanes, Laurel Road to Sand Creek Road Sand Creek interchange and 4 lanes, Laurel to Sand Creek
4	SR 4 Bypass Segment 3	Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector Marsh Creek to Vasco, 2 lanes Segment 3, widen to 4 lanes Balfour interchange Marsh Creek interchange Vasco interchange
Arterial Improvements		
5	Laurel Road extension	SR4 Bypass to Empire, 6 lanes
6	SR239: Vasco Road – Byron Highway Connector	New 2-lane roadway between Vasco Road and Byron Highway and associated local improvements
7	SR 239	Pre-construction activities for complete corridor (Contra Costa segment): Includes environmental review, design, and right-of-way protection. No construction costs. Excludes elements covered under Project #6.
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood
9	Balfour Road	Deer Valley to Brentwood city limits, widen to 4 lanes

Arterial Improvements (Continued)

10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road
11	Route 84/Vasco Road	Widen to 4 lanes to County line
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge.
13	Ninth and Tenth Streets	Couplet improvements, A St to L St
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge.
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to City Limits
16	James Donlon Blvd Extension or Buchanan Road Improvements	New 2- to 4-lane arterial, Somersville to Kirker Pass Road Improve traffic flow between Railroad Avenue and Somersville Road; improve intersections at Harbor, Loveridge, and Ventura with additional turn lanes; add bike lanes; widen sidewalks to achieve current design standards; install signal interconnect and adaptive signals.
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan
18	West Leland Road or Evora Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road Willow Pass Rd (Bay Point) to Willow Pass Rd (Concord), widen to 4 lanes
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass
23	John Muir Parkway	New Roadway between Balfour Road and Fairview Avenue
24A	Byron Highway	Safety Improvements between SR 4 and Delta Road
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway

Arterial Improvements (Continued)

37 Bailey Road Improvements	Between Southern City Limits and W Leland Road, add turn lanes, sidewalks, and intersection upgrades.
38 Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street
39 SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange
40 SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development
41 High Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood
42 Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station
43 Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek
44 East Cypress Road Improvements	Construct 4-lane arterial between Jersey Island Road and Bethel Island Road

Regional Transit Projects

25 East County Express Bus	Planning and design of regional rapid bus program
26 Commuter Rail	eBART extension to Antioch

B. Funding Commitments and Eligible Costs. Program revenues shall be available for necessary Project costs through completion of construction. Subject to prior approval by the Authority Board, Project costs paid from program revenues may include 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:

West Leland Road – Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road (up to \$33.5 million); and Pittsburg-Antioch Highway – Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits (up to \$38 million). The JDE Funds will be reallocated and encumbered in the strategic plan for the Third Priority Projects and may not be reallocated to any other projects without unanimous approval by a full Authority Board.

Other Projects:

All first and second priority projects have been completed. After the Third Priority Projects are fully funded, the priority and funding for all other ECCRFFA Projects will be determined by the Authority Board through the adoption of its strategic plan.

Pittsburg shall use PRTDIM fees collected between September 7, 2010, and the effective date of the Third Amendment to the Agreement (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.