

JOINT EXERCISE OF POWERS AGREEMENT
FOR
ROUTE ADOPTION OF THE DELTA EXPRESSWAY

THIS AGREEMENT, dated February 28, 1989

by and between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California organized and existing under the laws of the State of California (herein called the "County"), CITY OF BRENTWOOD, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (herein called "Brentwood"), and CITY OF ANTIOCH, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (herein called "Antioch"),

W I T N E S S E T H:

WHEREAS, Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code authorizes the County, Brentwood and Antioch to create a joint exercise of powers entity (herein called "State Route 4 Bypass Authority" or the "Authority") which has the power to jointly exercise certain powers common to the County, Brentwood and Antioch (herein collectively called "Participants").

WHEREAS, County, Brentwood and Antioch individually and in common have the power to study, discuss, plan, recommend, advocate and implement policies and programs pertaining to development of transportation corridors and expend funds relating to these

matters. County, Brentwood and Antioch propose jointly to exercise some or all of the foregoing powers through the Authority on matters relating to the project.

WHEREAS, in 1985, the California Transportation Commission included the relocation of State Route 4 in eastern Contra Costa County as a "special studies program" in the State Transportation Improvement Program. The Commission directed Caltrans to "develop a memorandum of understanding to specify procedures for local funding and preparation of project development". Caltrans developed initial alignment options for State Routes 4, 84 and 239 between the State Route 4/160 interchange in Contra Costa County and Interstate 580 in Alameda County. State Routes 84 and 239 are legislative routes connecting I-580 to State Route 4.

WHEREAS, County, Brentwood and Antioch along with the City of Livermore, County of Alameda and the Contra Costa Water District jointly participated in the planning of a transportation corridor from the State Route 4/160 junction in Antioch to Interstate 580 in Livermore. The study, known as Phase I of the East County Corridor Study, was completed in February 1988. It identified several alternative corridors and a preferred corridor which needs to be further considered in a detailed environmental analysis.

WHEREAS, the East County Corridor Steering Committee requested financial assistance from the State of California to proceed with

a more detailed environmental analysis of the alternative corridors. If sufficient funds become available from the State or other sources, it is anticipated that another joint multi-agency effort similar to the East County Corridor Steering Committee would pursue certification of an environmental document for a preferred corridor from the State Route 4/160 interchange in Antioch to Interstate 580 in Livermore. The State of California has considered and denied the initial request on the basis that the proposed level of local funding was too low and the proposal did not lead to State Route adoption.

WHEREAS, County, Brentwood and Antioch are very supportive of continuing a joint planning effort with the other parties of Phase I of the East County Corridor Study. Due to increased traffic volumes and traffic congestion within Participants' jurisdictions, a bypass to State Route 4 is a priority to Participants. A bypass to State Route 4 between Antioch and Brentwood is consistent with local General Plans.

WHEREAS, because of County's, Brentwood's and Antioch's need and desire to advance the state of readiness of the bypass to State Route 4 from State Route 4/160 junction in Antioch to State Route 4 south of Brentwood, Participants agree to jointly participate in project development activities for that portion of the corridor, generally referred to as the Delta Expressway.

WHEREAS, by this Agreement, County, Brentwood and Antioch desire to create and establish State Route 4 Bypass Authority for the purposes set forth herein and to exercise the powers described herein;

NOW, THEREFORE, County, Brentwood and Antioch propose to advance the state of readiness of the project. The purpose of this agreement is to empower the Participants to jointly form a separate joint powers agency for the purpose of preparing and certifying an environmental document; preparing, identifying and adopting a precise alignment on the preferred alignment (subject to approval or concurrence by each of the Participants); and advocating on behalf of the project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, the County, Brentwood and Antioch 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.

- a. "Agreement" means this Joint Exercise of Powers Agreement.

- b. "Authority" means the agency created by this Joint Exercise of Powers Agreement, also to be known as the "State Route 4 Bypass Authority."
- c. "Board" or "Board of Directors" means the governing body of this Authority.
- d. "Caltrans" means the State of California Department of Transportation.
- e. "East County Corridor Steering Committee" means the steering committee established by the Joint Agreement for Planning Transportation Corridors in Eastern Contra Costa County and Northeastern Alameda County (dated May 26, 1987).
- f. "East County Corridor Study (Phase I)" means the study developed as a result of the Joint Agreement for Planning Transportation Corridors in Eastern Contra Costa County and Northeastern Alameda County and published February 1988.
- g. "Environmental clearance" means certification by the Authority of an environmental document that was prepared and processed pursuant to the requirements of the

California Environmental Quality Act (CEQA).

- h. "Lead agency" is defined in accordance with CEQA and the State CEQA Guidelines.
- i. "Participants" refers collectively to the County, Brentwood and Antioch. "Participant" refers to each individual party or participant.
- j. "Project" means the adoption by the Authority (subject to approval or concurrence by each of the Participants) of a precise alignment, of the State Route 4 Bypass from the State Route 4/160 interchange in Antioch to State Route 4 south of Brentwood.
- k. "Project management/administration" means the overall coordination and management of all activities associated with this agreement and further defined in Appendix A (attached).
- l. "Responsible agency" is defined in accordance with CEQA and the State CEQA Guidelines.
- m. "State Route adoption" means a written resolution by the California Transportation Commission (Commission) to adopt the alignment as part of the State Freeway and Expressway system.

- n. "State Route 4 Bypass" means a planned and proposed County/City limited access expressway whose purpose is to divert regional traffic from State Route 4 through the community of Oakley and the City of Brentwood. State Route 4 Bypass is also known as Delta Expressway.

SECTION 2. PURPOSE

This agreement is made pursuant to Government Code section 6502 to provide for the joint exercise of powers common to the Participants for the purpose of exercising the powers referred to in the recitals hereof and described in Section 5 herein.

Each of the Participants desires to assist in the development of the State Route 4 Bypass and, to accomplish that goal, is willing to assist in financing the Project. The legislative bodies of the Participants have determined that completion of the Project will allow each Participant to more effectively deliver local agency services to residential and commercial development within certain portions of the jurisdictions of the respective Participants; consequently, each Participant finds that completion of the Project is a matter of general interest to the residents within its jurisdiction and that financing or contributing to the cost of the Project is a public purpose.

Each Participant is empowered by the laws of the State of California to appropriate and expend moneys on and enter into contracts for municipal functions and the planning of public capital improvements, including development of environmental studies and design of streets and highways benefiting its residents. Each Participant enters into this Agreement and forms the Authority in order to benefit from demonstrable savings in the cost of financing its respective portion of the Project.

SECTION 3. Term

This agreement shall expire April 30, 1993 and after all payments and reimbursements are made by and to each party. Participation by any party to this agreement may be terminated upon thirty (30) days written notice to the others; provided, however, that upon execution of a contract with any consultants, each party shall remain responsible for payment for completion of work pursuant to the terms of the contract, notwithstanding its termination. Notwithstanding the expiration of termination of this agreement, the provisions of Section 13 shall remain in full force and effect unless and until modified or terminated by mutual written consent of the parties.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the law an agency and public entity to be known as "State Route 4 Bypass Authority." As provided in the Law, the Authority shall be a public entity separate from the County, Brentwood and Antioch. The Participants determine and specify that other than as may hereafter be contracted for or otherwise assumed in writing, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the County, Brentwood or Antioch.

Within 30 days after the effective date of this Agreement or any amendment hereto, each of the signatories hereto agree to take whatever actions are necessary to insure that the Authority causes a notice of this Agreement to be prepared and filed with the office of the Secretary of State in the manner set forth in Section 6503.5 of the California Government Code.

B. Governing Board

The Authority shall be administered by a Board of Directors, the members of which shall be selected and serve as follows:

- a. One director shall be designated and appointed by each participant within 30 days after the effective date of

this agreement. The directors shall be members of the governing body of the legislative body which they represent.

- b. 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 director.
- c. All directors and their alternates shall serve until replaced by the respective appointing jurisdiction.
- d. The officers of the Authority shall consist of a Chairperson and a Vice-Chairperson selected from the Board by a unanimous vote of the directors. The length of office shall be determined by the Authority.
- e. To enhance communication and coordination with other affected jurisdictions, the Board will include three ex-officio non-voting members, one each from the Contra Costa Water District, the County of Alameda, and City of Livermore. However, the failure of any or all of these agencies to appoint ex officio members shall have no effect on the Authority.

Each director shall have a single vote on matters coming before the

Board. Members of the Board shall not receive any compensation for serving as such.

C. Meetings of Board

(1) Regular Meetings. The Board shall hold at least one regular meeting each year, and, by resolution, may provide for the holding of regular meetings at more frequent intervals. At its first meeting, the Board, by resolution, shall appoint a Chairperson, Vice Chairperson, and Secretary, establish any necessary rules of procedure and establish a procedure for calling meetings, which includes the fixing of a date, time and place for regular meetings.

(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 California Government Code (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 clerk of the legislative body of each of the Participants.

To facilitate the objectives and purpose of this agreement, a summary of each meeting of the Authority and their actions will be transmitted to the Participant's individual Council members and Supervisors.

(4) Quorum. A majority of the voting members of the Board shall constitute a quorum for the transaction of business.

Recommendations to the Participants for certification of the environmental document and adoption of the precise alignment will require a unanimous vote by the Board of Directors.

D. Officers, Duties, and Bonds

(1) The Board shall elect a chairperson and a vice-chairperson of the Authority from among its members and shall appoint a secretary of the Authority who may, but need not, be a member of the Board.

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

Government Code.

(3) The Auditor-Controller of 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 California Government Code. He or she shall draw checks or warrants to pay demands against the Authority when the demands have been approved by the Authority.

(4) The Board of Supervisors of the County shall determine the charges to be made against the Authority for the services of the treasurer and controller.

(5) 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 of \$25,000 as required by Section 6505.1 of the California Government Code.

(6) 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 the power to cause the planning and

preliminary engineering of the Project and to finance such Project through deposits by the Participants, subject to the conditions and restrictions contained in this Agreement.

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 meet as necessary and discuss issues affecting the Project; to serve as a vehicle for the parties to work cohesively together in advocating the Project and developing strategies to move the Project forward and work collectively with other local, state and federal agencies; to incur debts, liabilities or obligations; and to sue and be sued in its own name. Subject to the requirements of Section 11, the debts, liabilities and obligations of the Authority shall belong to the Authority, and not to the Participants.

Such power shall be executed subject only to such restrictions upon the manner of exercising such power as are imposed upon the County in the exercise of similar powers, as provided in Section 6509 of the California Government Code.

SECTION 6. SPECIFIC POWERS

The Authority is hereby empowered to:

- a. Prepare and develop studies and plans for a precise alignment on the preferred alignment of the Project.
- b. Hold public hearings.
- c. Authorize the necessary level of engineering for a precise alignment.
- d. As lead agency, certify an environmental document on the project.
- e. Adopt a precise alignment for the Delta Expressway subject to approval or concurrence by each of the Participants.
- f. Advocate and represent the interests of the Project.

SECTION 7. SCOPE OF WORK

The Authority will undertake the following scope of work:

Task 1 - Preparation and Processing of an Environmental Document.

The environmental document shall be prepared and processed pursuant to the requirements of CEQA. The document

shall be prepared in such a way that (1) it could be merged with an environmental document for a project commencing from the State Route 4/160 interchange in Antioch to Interstate 580 in Livermore, and (2) it could be used as the basis for an environmental document pursuant to the requirements of National Environmental Protection Act (NEPA).

It is anticipated that a Program EIR as described in Public Resources Code Section 15168 would accomplish these objectives. Included in this task are the appropriate environmental studies and public hearings required by CEQA. The Authority is designated the Lead Agency in the preparation and processing of the environmental document.

Task 2 - Development of a Precise Alignment.

Included in this task is the necessary engineering to develop a precise alignment to current standards, so that the Participants in accordance with applicable laws, can utilize it to define the right of way that needs to be acquired or preserved in order to protect or develop the corridor.

Tasks 1 and 2 also shall include but are not limited to all items listed in Appendix B.

SECTION 8. COMMITTEES

The Board shall establish a Technical Advisory Committee composed of key staff members from County, Brentwood and Antioch. Since there are potential opportunities to continue a joint planning effort on the corridor from Antioch to Livermore, Participants agree to involve representatives from the Contra Costa Water District, Caltrans, the City of Livermore and the County of Alameda on the Technical Advisory Committee to insure continuity.

The Board may establish other advisory committees as it deems appropriate to advise the Authority on matters related to this agreement, provided that the purpose and function of any such committee shall be specified by the Board. The advisory committees shall provide periodic reports to the Board.

SECTION 9. RESPONSIBILITIES

The County Public Works Director is designated the Authority's Manager. The Manager, who may act through authorized deputies and employees has the following powers and duties:

- a. To be responsible to the Board for proper administration of all affairs of the Authority. This includes the preparation of periodic progress and financial reports to the Board and Technical Advisory Committee on

expenditures for work associated with this agreement.

- b. To supervise and direct the preparation of the annual Authority budget for the Board and be responsible for its administration after adoption by the Board.
- c. To attend all meetings of the Board and act as the secretary of the Board.
- d. Cause the filing of a notice of this agreement to be made as described in section 4A of this agreement.

It is the intent to use staff resources available to each party as well as resources available from other public agencies to the maximum extent feasible to complete the objectives of this agreement. When approved by the Board, in-kind services that may be provided by an individual party may be credited towards that party's commitment as outlined in Section 11 provided that the in-kind service is directly connected with the tasks outlined in Section 7. Credit to an individual party's commitment for in-kind services will be based upon the participant's actual cost of work computed using a charge out rate recognized by the participant and approved by the Board. Staff participation in meetings such as the Board of Directors and Technical Advisory Committee are not considered an in-kind service eligible for credit towards the

party's commitment and thus is not included within Section 11, except when County staff or their agents act as direct staff to the Authority.

SECTION 10. BUDGET

The estimated cost to perform the work outlined in Section 7, Task 1 is \$200,000. Task 2 is estimated at \$200,000. Project management and project administration are estimated at \$100,000.

SECTION 11. COST SHARING

By mutual consent, the parties to this agreement agree to commit the level of resources in this Section 11 and 12 to support the Authority's activities. Costs to each party are estimated as follows:

Antioch:	\$115,000
Brentwood:	\$190,000
Contra Costa:	\$195,000

Exact costs will be determined and finalized at such time all expenses have been received and accounted for.

The financial obligation for Project activities and expenses are based on the following percentages:

Antioch:	23%
Brentwood:	38%
Contra Costa:	39%

(Biotic survey portion of Task 1 to be shared 11% Antioch, 34% Brentwood, and 55% County)

The above division of costs is strictly and only applicable to work outlined in this agreement. Subsequent project

development, detailed design and construction costs are not part of this agreement and are subject to further negotiation. Participation in this agreement at the above level under no circumstances obligates any of the parties to participate in future related activity at the same level.

SECTION 12. DEPOSITS, DISBURSEMENTS, AND MONTHLY BILLINGS

The fiscal year for the Authority shall be from July 1 to June 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following June 30.

It is necessary to ensure that working capital is in the fund at all times. Within 30 days of the adoption of this Agreement, the Manager shall prepare a proposed budget for that fiscal year. Within 30 days after the Board's approval of the budget, each party shall advance, pay or render to the Authority its share of the first year's budget. At least 30 days prior to the first day of each subsequent fiscal year, the Manager shall prepare a proposed annual budget for that fiscal year. Within 30 days after the Board's approval of the budget, each party shall advance, pay or render to the Authority the first 50 percent of its share of the annual budget. Within 30 days of the end of the first six month period, each party shall advance, pay or render to the Authority the remaining 50 percent of its share of the annual budget. The Manager regularly shall monitor the incurred costs to determine

if they are within the estimated budget and shall advise the Board on such matters. The second semi-annual deposit may be adjusted to reflect actual costs incurred.

Expenses incurred will be strictly accounted for on a monthly basis by the Manager. At the completion of the work outlined in this agreement, the Manager shall prepare a final report detailing all appropriate costs associated with this agreement. The report shall include the amounts disbursed for each item of work, the amount credited towards any individual party's commitment, as outlined in Section 9 for eligible in-kind services, and the amount of deposit to be returned to or additional payments to be made by the parties.

SECTION 13. HOLD HARMLESS

Each party to this agreement shall defend, hold harmless and indemnify the other parties, their officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of, or in connection with, any work performed under this agreement and caused by the negligence or willful misconduct of the indemnitor, its officers, agents or employees. However, each party to this agreement shall assume full responsibility for claims, demands, damages, costs, expenses, and liability relating to the alignment, design, construction, operation or maintenance of that portion of the corridor located

within that party's jurisdiction, and shall defend, hold harmless and indemnify the other parties, their officers, agents and employees against the same. The provisions of this section are not intended to and shall not limit the indemnification or insurance provided by the consultants hired under Section 9 above. Nothing in this agreement is intended, or shall be construed, to affect the legal liability of any party to third parties by imposing a standard of care different from that imposed by law.

SECTION 14. TERMINATION OF POWERS

The Authority shall continue to exercise the powers herein conferred upon it until the termination of the Agreement or until the County, Brentwood and Antioch shall have mutually rescinded this Agreement, as evidenced in writing.

SECTION 15. 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 respective grantors or assignors thereof, in the amounts and at the time or times as may be determined by the Board, provided that upon completion of the purposes of this Agreement, any surplus money on hand shall be returned to the parties hereto in proportion to the contributions made to the Authority and the Project.

SECTION 16. AGREEMENT NOT EXCLUSIVE

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

SECTION 17. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and shall provide for strict accountability of all funds and report of all receipts and disbursements as provided in Section 6505 of the California Government Code. The books and records of the Authority shall be open to inspection at all reasonable times by the Participants and their duly authorized representatives for such purpose.

To the extent required by Section 6505 of the California Government Code, the controller of the Authority shall either make or contract with a certified public accountant or public accountant to make an audit of the accounts and records of the Authority. 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 California Government Code and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with the County, Brentwood and Antioch and with the auditor of the County. Such reports shall be filed within twelve 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.

SECTION 18. BREACH

If default shall be made by the County, Brentwood or Antioch in any covenant contained in this Agreement, such default shall not excuse the County, Brentwood or Antioch from fulfilling the respective obligations under this Agreement, and the County, Brentwood and Antioch shall continue to be liable for the performance as specified in Section 3 herein contained. The County, Brentwood and Antioch hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the County, Brentwood and Antioch hereby grant to the Authority the right to enforce it by whatever lawful means the Authority deems

appropriate.

SECTION 19. 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 20. 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, none of the parties may assign any right or obligation hereunder without the consent of the others.

SECTION 21. AMENDMENT OF AGREEMENT

This Agreement may be amended by supplemental written agreement duly authorized and executed by or on behalf of the County, Brentwood and Antioch at any time.

SECTION 23. FORM OF APPROVALS

Whenever an approval is required in this Agreement, unless the

context specifies otherwise, it shall be given by resolution duly and regularly adopted by the legislative body of each of the Participants.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California.

SECTION 25. NOTICES

All notices or communications herein required or permitted shall be given in writing, and if to any of the entities described below, to the address shown or such other address as may be filed with the Secretary of the Authority for such purpose:

Authority - -

c/o Secretary State Route 4 Bypass
Authority
Contra Costa County Public Works
Department
255 Glacier Drive
Martinez, CA 94553

County - -

Clerk of the Board of Supervisors
County of Contra Costa
Administration Building
651 Pine Street

Martinez, CA 94553

Brentwood - -

City Manager

City of Brentwood

708 - 3rd Street

Brentwood, CA 94513

Antioch - -

City Manager

City of Antioch

3rd and H Streets

Antioch, CA 94509

SECTION 26. 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.

SECTION 27. COUNTERPARTS

This Agreement and any supplement or amendment hereto may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each 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.

JOINT EXERCISE OF POWERS AGREEMENT
For Route Adoption of the Delta Expressway

CONTRA COSTA COUNTY
a political subdivision of
the State of California

By: Tom A. Torlakson
Tom A. Torlakson, Chairman
Board of Supervisors

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

By: Barbara Sideri
Deputy

RECOMMENDED FOR APPROVAL:

By: J. Michael Walford
J. Michael Walford
Public Works Director

By: Harvey E. Bragdon
Harvey E. Bragdon
Director of Community Development

FORM APPROVED:
Victor J. Westman, County Counsel

By: Wanda J. [Signature]
Deputy

JOINT EXERCISE OF POWERS AGREEMENT
FOR ROUTE ADOPTION OF THE DELTA EXPRESSWAY

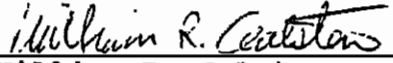
CITY OF ANTIOCH
a municipal corporation

By: 
Joel Keller, Mayor

ATTEST:

By: 
Dorothy P. Marks
City Clerk

APPROVED AS TO FORM:

By: 
William R. Galston Antioch .
City Attorney

JOINT EXERCISE OF POWERS AGREEMENT
FOR ROUTE ADOPTION OF THE DELTA EXPRESSWAY

CITY OF BRENTWOOD
a municipal corporation

By: 

Catherine Palmer, Mayor

ATTEST:

By: 

Vilma R. Greelman
City Clerk

APPROVED AS TO FORM:

By: 

Dale C. Adams
City Attorney

APPENDIX A
MANAGER
RESPONSIBILITIES

1. Develop Organization and Procedures
 - o Project organization chart for approval
 - o Develop written procedure, if no standards available to expedite work
 - o Develop project scope of work
2. Inter-Agency Coordination
 - o Assure information moves agency to agency
 - o Monitor agency activities
 - o Develop communication matrix
3. Cost Control
 - o Prepare budgets for all phases of project
 - o Prepare budget cash flow
 - o Monitor budget cash flow
 - o Prepare analysis of actual cash flow
 - o Periodic reports
4. Schedule Control
 - o Develop project schedule
 - o Monitor progress of all participants
 - o Suggest method to keep project on schedule
 - o Develop periodic reports on progress and % complete
5. Technical Coordination
 - o Develop Request for Qualifications (RFQ)
 - o Develop Request for Proposals (RFP)
 - o Coordinate technical activities performed by agencies and consultant
 - o Recommend selection of consultant
 - o Prepare bid summary and analysis of consultant proposals
 - o Review and recommend approval of all technical documents
 - o Expedite consultant requests for information
 - o Monitor agency and consultant activity
 - o Review plans and reports
 - o Develop format for R.F.P.'s, R.F.Q.'s, and technical agreements
 - o Negotiate terms of agreements or contracts

6. Contract Administration

- o Issue notice to proceed for agreements and contracts
- o Review qualifications of consultant personnel
- o Approve consultant project manager
- o Monitor progress
- o Review and recommend payment for interim billings
- o Review and approve cash flow projections of consultant
- o Review monthly progress reports of consultant
- o Prepare monthly progress report for all project activities
- o Coordinate requests for information from consultant

7. Communications

- o Establish and operate correspondence distribution system
- o Prepare media releases
- o Set agendas for public, inter-agency and project meetings
- o Set meeting place and assure necessary equipment is available
- o Assist Board of Directors in public hearings
- o Prepare exhibits

APPENDIX B

DELTA EXPRESSWAY TASKS

TASK DESCRIPTION

Environmental Documentation

- . Prepare Initial Study of Environmental Significance
- . Review Initial Study
- . Provide Distribution List and Mailing Labels
- . Prepare and Publish Notice of Preparation (NOP)
- . Distribute NOP
- . Prepare Request for Qualifications (RFQ)
- . Send RFQ to Consultants
- . Form Screening Committee
- . Establish Screening Criteria
- . Review Consultants' Statements of Qualifications - Screening Committee
- . Select 3 to 5 Consultants to Interview - Screening Committee
- . Hold Scoping Meeting
- . Prepare Scope of Services for Candidates' Consideration
- . Form selection Committee/Panel
- . Establish Selection Criteria
- . Interview Candidates - Selection Committee/Panel
- . Rate & Rank Candidates based on Established Criteria - Selection Committee
- . Select Consultant - Selection Committee
- . Negotiate Contract with Selected Consultant

- . Prepare Agenda Item for State Route 4 Bypass Authority
- . Review Contract and Recommend Approval - TAC
- . Prepare Detailed Cost Estimates Based on JEPA Cost Sharing Percentages
- . Approve Contract - State Route 4 Bypass Authority
- . Execute Contract with Consultant
- . Prepare Administrative DEIR (ADEIR)
- . Circulate ADEIR to TAC for Review
- . Revise DEIR as necessary

- . Prepare Mailing List for DEIR
- . File Notice of Completion & Give Public Notice of Availability of DEIR
- . Public Review Period
- . Prepare final EIR (FEIR) including Response to Comments Document
- . Report to Board of Supervisors, City Councils
- . Consideration and Approval of FEIR - Planning Commissions/State Route 4 Bypass Authority
- . Findings on Feasibility of Reducing/Avoiding Significant Environmental Effects - State Route 4 Bypass Authority

Precise Alignment (P.A.)

- . Prepare Request for Proposal (RFP) for Aerials
- . Establish Selection Criteria
- . Send RFP to Aerial Consultants
- . Form Selection Committee

- . Review Aerial Consultants' Proposals - Selection Committee
- . Rate and Rank Proposals Based on Established Criteria - Selection Committee
- . Select Aerial Consultant - Selection Committee
- . Negotiate Contract with Selected Aerial Consultant
- . Prepare Agenda Item for State Route 4 Bypass Authority
- . Review Contract and Recommend Approval - TAC
- . Prepare Revised Cost Estimates Based on JEPA Cost Sharing Percentages
- . Approve Contract - State Route 4 Bypass Authority
- . Execute Contract with Aerial Consultant
- . Prepare Draft P.A. based on Findings in FEIR
- . Circulate Draft P.A. to TAC
- . Revise Draft P.A. as necessary
- . Hold workshops with Board of Directors, Planning Commissions, City Councils, Board of Supervisors
- . Public Input Meeting
- . Public Notice of Availability of Draft P.A.
- . Public Review Period
- . Prepare Final P.A.
- . Report to Board of Supervisors, City Councils
- . 65402 Approval (Consistency with General Plan)
- . Consideration and Approval of Final P.A. -Planning Commissions/State Route 4 Bypass Authority
- . File Notice of Determination