

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 02/26/2013 by the following vote:

AYES: ☒ 5 **John Gioia**
Candace Andersen
Mary N. Piepho
Karen Mitchoff
Federal D. Glover

NOES: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2013/107

In the Matter of: PAYMENT AGREEMENT AMONG THE EAST BAY REGIONAL PARK DISTRICT AND CONTRA COSTA COUNTY SUCCESSOR AGENCY FOR IMPROVEMENTS AT LONE TREE POINT REGIONAL SHORELINE

WHEREAS, the California state legislature enacted Assembly Bill x1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, on January 17, 2012 and pursuant to Health and Safety Code Section 34173, the Board of Supervisors of the County of Contra Costa (the "Board of Supervisors") declared that the County of Contra Costa, a political subdivision of the State of California (the "County"), would act as successor agency (the "Successor Agency") for the Contra Costa County Redevelopment Agency (the "Dissolved RDA"); and

WHEREAS, on February 1, 2012, the Dissolved RDA, along with all redevelopment agencies in the State of California, was dissolved, and all assets and obligations of the Dissolved RDA were transferred by operation of law to the Successor Agency; and

WHEREAS, pursuant to Assembly Bill 1484, enacted by the California state legislature on June 27, 2012 to amend various provisions of the Dissolution Act, the Successor Agency is now declared to be a separate legal entity from the County, and

WHEREAS, on May 8, 1990, the East Bay Regional Park District (the "EBRPD") and the Dissolved RDA entered into an agreement (the "1990 Agreement") to eliminate a potential fiscal burden created by establishing the Rodeo Redevelopment Project Area located within the EBRPD boundaries; and

WHEREAS, the 1990 Agreement obligates the EBRPD and the Dissolved RDA to negotiate a subsequent agreement (the "Payment Agreement") regarding payments of up to \$500,000 to EBRPD by the Dissolved RDA of tax increment revenue to assist in paying the development and operation of recreational facilities and improvements for San Pablo Bay Shoreline; and

WHEREAS, the 1990 Agreement constitutes an enforceable obligation as such term is defined in Health and Safety Code Section 34171(d)(1)(E); and

WHEREAS, the SUCCESSOR AGENCY is required to continue to make payments due for enforceable obligations under Health and Safety Code Section 34177(a) and to perform obligations required pursuant to any enforceable obligations under Health and Safety Code Section 34177(c); and

WHEREAS, EBRPD and the Successor Agency mutually desire to cooperate in using up to \$500,000 in Redevelopment Property Tax Trust Funds for shoreline protection improvements, replacement of 300 linear feet of cyclone fence and if funds allow remediation of shoreline soil at Lone Tree Point, pursuant to the terms and conditions of the Payment Agreement attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, acting as the Governing Board of the Successor Agency and in accordance with the Dissolution Act, hereby approves the Payment Agreement in the respective form on file with the Clerk of the Board of Supervisors acting on behalf of the Successor Agency.

BE IT FURTHER RESOLVED that the Board of Supervisors, acting as the Governing Board of the Successor Agency, hereby authorizes and directs the Director, Contra Costa County Department of Conservation and Development, or her designee, acting

on behalf of the Successor Agency, to execute the Payment Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect subject to the Successor Agency receiving all the necessary approvals required under the amended Dissolution Act.

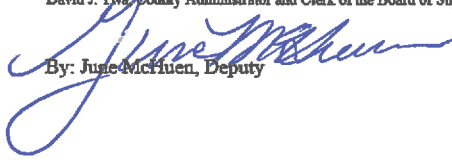
I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Steven Goetz, 925-674-7830

ATTESTED: February 26, 2013

David J. Tyra, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy



cc:

**COOPERATIVE PAYMENT AGREEMENT AMONG THE EAST BAY REGIONAL PARK
DISTRICT AND CONTRA COSTA COUNTY SUCCESSOR AGENCY FOR A SHORELINE
PROTECTION IMPROVEMENTS AT LONE TREE POINT REGIONAL SHORELINE**

This Cooperative Payment Agreement, hereinafter referred to as "PAYMENT AGREEMENT", made and entered into on the ____ day of _____, 2013, by and among the East Bay Regional Park District, hereinafter referred to as "EBRPD" and the Contra Costa County Successor Agency, a separate public entity serving as the successor to the former Contra Costa County Redevelopment Agency ("Redevelopment Agency") pursuant to Health and Safety Code Section 34173, hereinafter referred to as "SUCCESSOR AGENCY".

WITNESSETH

WHEREAS, EBRPD and Redevelopment Agency entered into an agreement dated the 8th of May, 1990 to eliminate a potential fiscal burden created by establishing the Rodeo Redevelopment Project Area located within the EBRPD boundaries, hereinafter referred to the "1990 AGREEMENT"; and

WHEREAS, EBRPD and the Redevelopment Agency agreed that the Redevelopment Agency and EBRPD would negotiate an agreement regarding payments of up to \$500,000 to EBRPD by the Redevelopment Agency of Tax Increment Revenue to assist in paying the development and operation of recreational facilities and improvements for San Pablo Bay Shoreline; and

WHEREAS, part of the 2011 California Budget Act the Legislature approved the dissolution of the state's redevelopment agencies; and

WHEREAS, the SUCCESSOR AGENCY has been assigned as the Successor Agency to wind down the affairs of the former Redevelopment Agency; and

WHEREAS, the 1990 AGREEMENT constitutes an enforceable obligation as such term is defined in Health and Safety Code Section 34171(d)(1)(E); and

WHEREAS, providing funds for improvements to the shoreline protection, replacement of 300 linear feet of cyclone fence and if funds allow remediation of shoreline soil at Lone Tree Point, pursuant to the project map and budget attached as Exhibit "A", hereinafter referred to as the "PROJECT" implement the 1990 AGREEMENT; and

WHEREAS, the SUCCESSOR AGENCY is required to continue to make payments due for enforceable obligations under Health and Safety Code Section 34177(a) and to perform obligations required pursuant to any enforceable obligations under Health and Safety Code Section 34177(c); and

**Cooperative Payment Agreement
Lone Tree Point Shoreline Improvements**

WHEREAS, EBRPD and SUCCESSOR AGENCY mutually desire to cooperate in completing the PROJECT and to specify herein the terms and conditions under which the PROJECT will be completed.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I

SUCCESSOR AGENCY AGREES:

(1) To process EBRPD's reimbursement request for actual expenses related to the PROJECT up to, but not to exceed, **\$500,000** for completion of the PROJECT, within 30 days of receipt of a cost summary and an invoice from the EBRPD.

SECTION II

EBRPD AGREES:

(1) To implement the PROJECT, including but not limited to permit approvals, engineering design, bid documents, inspection as required.

(2) To assure completion of shoreline protection and fence replacement elements of the project, however soil remediation work will be limited to amount available after completion of those elements.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

(1) This PAYMENT AGREEMENT may be amended or canceled by mutual consent in writing of the parties.

(2) EBRPD agrees to indemnify and hold harmless SUCCESSOR AGENCY, the COUNTY OF CONTRA COSTA ("COUNTY"), its Board of Supervisors, officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, from and against any loss, damage, liability, claims, suits, costs and expenses or other claim for damages based upon or otherwise arising out of the performance of the terms of this PAYMENT AGREEMENT save and except for those which are the result of the negligence and/or willful conduct of SUCCESSOR AGENCY, the COUNTY, its Board of Supervisors, officers, agents, employees or assigns.

**Cooperative Payment Agreement
Lone Tree Point Shoreline Improvements**

(3) SUCCESSOR AGENCY agrees to indemnify and hold harmless EBRPD, its Board of Directors, officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, from and against any loss, damage, liability, claims, suits, costs and expenses or other claim for damages based upon or otherwise arising out of the performance of the terms of this PAYMENT AGREEMENT save and except for those which are the result of the negligence and/or willful conduct of EBRPD, its Board of Directors, officers, agents, employees or assigns.

(4) Notices regarding this PAYMENT AGREEMENT shall be sent by first class mail, postage prepaid, to EBRPD at General Manager, P. O. Box 5381, Oakland, CA 94605-0381, to SUCCESSOR AGENCY c/o the COUNTY at Conservation and Development Department, Deputy Director for Redevelopment, Conservation and Transportation Programs, 30 Muir Road, Martinez, CA 94553.

(5) This PAYMENT AGREEMENT shall run through completion of the PROJECT, unless otherwise terminated or amended except that the provisions of Section III, numbers 2 and 3 shall survive the completion of the PROJECT.

(6) This PAYMENT AGREEMENT contains the entire PAYMENT AGREEMENT between the parties with regard to matters described in this PAYMENT AGREEMENT and supersedes all prior agreements, whether written or oral, between the parties with respect to such subject matter.

(7) This PAYMENT AGREEMENT shall take effect at the time and in the place prescribed in Health and Safety Code Section 34177.5(f) and 34179(h).

(8) This PAYMENT AGREEMENT shall be interpreted and enforced under the laws of the State of California.

(9) If any provision or provisions of this PAYMENT AGREEMENT shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this PAYMENT AGREEMENT to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written

**Cooperative Payment Agreement
Lone Tree Point Shoreline Improvements**

CONTRA COSTA COUNTY SUCCESSOR
AGENCY

EAST BAY REGIONAL PARK DISTRICT

By _____
(Signature of Authorized Representative)

By _____
(Signature of Authorized Representative)

(Print Name of Authorized Representative)

Robert E. Doyle
(Print Name of Authorized Representative)

Title: _____

Title: General Manager

Date: _____

Date: _____

**Cooperative Payment Agreement
Lone Tree Point Shoreline Improvements**

EXHIBIT A - PROJECT BUDGET

EAST BAY REGIONAL PARK DISTRICT						
2950 PERALTA OAKS COURT, OAKLAND, CA 94605						
TEL (510) 635-0135 FAX (510) 382 0539						
PROJECT: <u>Lone Tree Point Redevelopment Funds</u>					SHEET: 1	
SUBJECT: <u>Preliminary Cost Estimate</u>					BY: JR	
					DATE: 1/24/13	
COST ESTIMATE WORKSHEET						
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	COST		COMMENT
				UNIT	TOTAL	
1	MOBILIZATION AND DEMOBILIZATION	1	LS	6000.00	6,000	
2						
3	REMOVAL	1	LS	1000.00	1,000	
4						
5	CLEARING AND GRUBBING	6,000	SF	0.75	4,500	
6						
7	EARTHWORK EXCAVATION	190	CY	50.00	9,500	
8						
9	DISPOSAL OFF SITE	190	CY	28.00	5,320	
10						
11	AGGREGATE BASE ROCK CLASS 2 - TRAIL	240	TONS	33.00	7,920	
12						
13	AGGREGATE BASE ROCK CLASS 3 - RIPRAP	285	TONS	90.00	25,650	
14						
15	IMPORTED FILL	575	CY	23.00	13,225	
16						
17	RIPRAP HALF TON	2,500	TONS	90.00	225,000	
18						
19	FILTER FABRIC	10,500	SF	1.00	10,500	
20						
21	WOOD BENCH	2	EA	2000.00	4,000	
22						
23	ONE RAIL WOOD FENCE	48	LF	50.00	2,400	
24						
25	HYDROSEEDING	4,000	SF	0.30	1,200	
26						
27	CYCLONE FENCE REPAIR	300	LF	10.00	3,000	
28						
29						
30						
31	CONSTRUCTION SUBTOTAL				319,215	
32	CONTINGENCY/SOIL REMEDIATION		%	23.00	72,444	
33						
34	CONSTRUCTION WITH CONTINGENCY				391,659	
35						
36	CONSTRUCTION MANAGEMENT		%	15.00	47,882	
37	PERMITS		%	3.00	9,576	
38	DESIGN		%	15.00	47,882	
39	SURVEY SET BENCH MARK	1	LS	3000.00	3,000	
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						
SHEET TOTAL					\$500,000	

PROJECT MAP

