

**BACKBONE INFRASTRUCTURE
COST SHARING AGREEMENT AMONG
CONTRA COSTA COUNTY, CITY OF PLEASANT HILL
AND PLEASANT HILL RECREATION AND PARK DISTRICT**

This backbone infrastructure cost sharing agreement ("Agreement") is dated as of May 11, 2020, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California ("County"), the CITY OF PLEASANT HILL, a California municipal corporation ("City"), and the PLEASANT HILL RECREATION AND PARK DISTRICT, a special district existing under the laws of the State of California ("Park District").

RECITALS

- A. The County owns an approximately 4.8-acre parcel located at 1750 Oak Park Boulevard and 75 Santa Barbara Road in Pleasant Hill (the "County Property"). The County has applied for land use approvals from the City for the development of the County Property as a single-family residential subdivision (the "County Project"). The County Property is bordered by Oak Park Boulevard to the south and Monticello Avenue to the east.
- B. The County also owns an approximately 8-acre parcel located at 1700 Oak Park Boulevard, a portion of which the County intends to convey to the City (the "City Property") and a portion of which the County intends to convey to the Park District (the "Park District Property"). The City Property is bordered by Oak Park Boulevard to the south and Monticello Avenue to the west. The City intends to construct a public library on the City Property (the "City Project"). The Park District Property is bordered by the City Property to the south and Monticello Avenue to the west. The Park District intends to construct sports fields for use by the public on the Park District Property (the "Park District Project"). Together, the County Project, the City Project and the Park District Project are the "Projects."
- C. The County Project, the City Project and the Park District Project would all benefit from certain infrastructure being constructed and installed at and near the intersection of Oak Park Boulevard and Monticello Avenue. The parties desire to share the cost of this infrastructure in accordance with this Agreement.
- D. The County, the City and the Park District are parties to a Memorandum of Understanding dated July 24, 2018 (the "MOU"), under which the parties agree, among other things, to share costs for backbone infrastructure improvements in connection with the Projects. This Agreement supersedes Section 5 of the MOU.
- E. The City intends to enter into two separate construction contracts for the construction of the backbone infrastructure improvements. One will cover all the infrastructure work being done along Oak Park Boulevard and Monticello Avenue. The other will cover all the infrastructure work being done on the City Property and the Park District Property, which will include creek outfalls, storm drain pipelines and sanitary sewer lines for the

benefit of the County Property. The term “Contractor,” as used in this Agreement, means both contractors hired by the City to perform the construction and installation of the Backbone Infrastructure (the “Work”).

The parties therefore agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

- a. “Backbone Infrastructure” means the following work associated with infrastructure being constructed and installed in support of the Projects, as more fully described in the Spreadsheet: (i) widening that portion of Oak Park Boulevard that is adjacent to the County Property and the City Property, (ii) installing frontage along that portion of Oak Park Boulevard that is adjacent to the County Property and the City Property, (iii) undergrounding existing overhead utilities along that portion of Oak Park Boulevard that is adjacent to the County Property and the City Property and along Monticello Avenue, (iv) modifying the existing traffic signal at the intersection of Oak Park Boulevard and Monticello Avenue, (v) installing storm and roadway drainage improvements on Oak Park Boulevard and Monticello Avenue, (vi) installing a sanitary sewer line for the residential project, (vii) installing domestic and recycled water improvements, (viii) installing sidewalks along that portion of Oak Park Boulevard that is adjacent to the County Property and the City Property and along Monticello Avenue, (ix) installing bicycle lanes along that portion of Oak Park Boulevard that is adjacent to the County Property and the City Property and along Monticello Avenue, (x) landscaping that portion of Oak Park Boulevard that is adjacent to the County Property and the City Property and along Monticello Avenue, (xi) reconstructing and widening Monticello Avenue, (xii) Design Engineering, (xiii) Staff Engineering, (xiv) Landscape Design, (xv) construction management, and (xvi) the installation of utilities by PG&E, AT&T, Comcast, the Contra Costa Water District, and the Central Contra Costa Sanitary District. “Backbone Infrastructure” includes infrastructure work that is paid for as part of the City-Only Costs or the County-Only Costs but does not include any work that relates exclusively to the City Project, the County Project, or the Park District Project.
- b. “City-Only Costs” means the cost of Oak Park Frontage East.
- c. “County-Only Costs” means the cost of (i) Sanitary and Storm Drain Laterals, and (ii) Oak Park Frontage West.
- d. “Design Engineering” means design engineering work related to the Projects performed by (i) BKF Engineers under a contract, including amendments, with the City dated August 8, 2018, (ii) WRECO under a contract with the City dated July 27, 2018, and (iii) additional necessary contracts with BKF and/or WRECO for engineering support during construction.

- e. “Excess Costs” means costs incurred for Backbone Infrastructure that exceed Threshold No. 2.
- f. “Flood Protection Improvement Costs” means the cost of installing stormwater bypass system on Oak Park Blvd, Monticello Avenue, and all improvements that are outlined under the library contract to install main storm drain trunk lines and outfall structures within the Grayson Creek, with a total estimated cost of \$813,965, as more fully described in the Spreadsheet.
- g. “Landscape Design” means the landscape design work related to the Projects performed by Einwiller Kuehl, Inc. as a subcontractor to Bohlin Cywinski & Jackson, which has a contract with the City’s consultant BCJ dated October 16, 2017.
- h. “Monticello Costs” means the cost of installing Backbone Infrastructure along Monticello Avenue, at an estimated cost of \$3,730,086, as more fully described in the Spreadsheet.
- i. “Oak Park Backbone Shared Costs” means the cost of installing Backbone Infrastructure along Oak Park Boulevard at an estimated cost of \$1,835,773, as more fully described in the Spreadsheet.
- j. “Oak Park Frontage East Costs” means the cost of installing frontage improvements along that portion of Oak Park Boulevard that is adjacent to the City Property, at an estimated cost of \$224,443, as more fully described in the Spreadsheet.
- k. “Oak Park Frontage West Costs” means the cost of installing frontage improvements along that portion of Oak Park Boulevard that is adjacent to the County Property, at an estimated cost of \$193,981, as more fully described in the Spreadsheet.
- l. “Permitting Delay Costs” means any additional construction costs resulting from a change order that becomes necessary due to a delay in the issuance of a regional or Federal permit.
- m. “Sanitary and Storm Drain Lateral Costs” means the cost of installing (i) a sanitary sewer line under Monticello Avenue and the Park District Property at an estimated cost of \$99,236, and (ii) two storm drains on Monticello Avenue and one storm drain on Oak Park Boulevard at a cost of \$23,375, all as more fully described in the Spreadsheet.
- n. “Signal Costs” means the cost of installing a traffic signal at the intersection of Monticello Avenue and Oak Park Boulevard at an estimated cost of \$409,439, all as more fully described in the Spreadsheet.
- o. “Spreadsheet” means the spreadsheet entitled, “City of Pleasant Hill Roadway Widening Oak Park and Monticello,” which is dated May 5, 2020, and provides a detailed description of the components of the Backbone Infrastructure and the expected cost of each component by line item.

- p. “Threshold No. 1” means the point at which Park District’s share of costs incurred for Backbone Infrastructure equals \$1,250,000.
 - q. “Threshold No. 2” means the point at which total costs incurred for Backbone Infrastructure equals \$7,330,298.
2. Commencement. The costs being shared under this Agreement commenced on July 24, 2018. This Agreement ends on the date that all amounts due under this Agreement have been paid.
3. City as Contracting Entity.
- a. Design and Engineering. The City has paid for Design Engineering and Landscape Design. The parties shall share the costs of Design Engineering and Landscape Design in accordance with this Agreement.
 - b. Construction. The City shall hire the Contractor to perform the Work. The City shall make all progress payments to the Contractor for the Work. The parties shall share the cost of the Work in accordance this Agreement.
 - c. Insurance and Indemnification. The City shall cause the contract with the Contractor to include indemnity and insurance provisions that benefit the City, the County and the Park District.
4. Cost Sharing. The County, the City and the Park District shall share the cost of Backbone Infrastructure as shown below. The cost sharing described below is (i) reflected in the Spreadsheet, which is incorporated into this Agreement by reference, and (ii) illustrated in Exhibit A attached hereto. If there is a conflict between the Spreadsheet and Exhibit A, the Spreadsheet will prevail.
- a. County-Only Costs. The County is responsible for 100% of the County-Only Costs.
 - b. City-Only Costs. The City is responsible for 100% of the City-Only Costs.
 - c. Flood Protection Improvement Costs.
 - i. The County is responsible for 50% of Flood Protection Improvement Costs.
 - ii. The City is responsible for 50% of Flood Protection Improvement Costs.
 - d. Monticello Costs.

- i. Before Threshold No.1 is met, the County is responsible for 50% of Monticello Costs; the City is responsible for 25% of Monticello Costs; and the Park District is responsible for 25% of Monticello Costs.
 - ii. After Threshold No. 1 is met and before Threshold No. 2 is met, the County is responsible for 62.5% of Monticello Costs; and the City is responsible for 37.5% of Monticello Costs.
 - iii. After Threshold No. 2 is met, the County is responsible for 50% of Monticello Costs and the City is responsible for 50% of Monticello Costs.
 - e. Oak Park Backbone Shared Costs.
 - i. Before Threshold No. 1 is met, the County is responsible for 33.4% of Oak Park Backbone Shared Costs; the City is responsible for 33.3% of Oak Park Backbone Shared Costs; and the Park District is responsible for 33.3% of Oak Park Backbone Shared Costs.
 - ii. After Threshold No. 1 is met, the County is responsible for 50% of Oak Park Backbone Shared Costs; and the City is responsible for 50% of Oak Park Backbone Shared Costs.
 - f. Signal Costs.
 - i. Before Threshold No. 1 is met, the County is responsible for 33.4% of Signal Costs; the City is responsible for 33.3% of Signal Costs; and the Park District is responsible for 33.3% of Signal Costs.
 - ii. After Threshold No. 1 is met, the County is responsible for 50% of Signal Costs; and the City is responsible for 50% of Signal Costs.
 - g. Excess Costs.
 - i. The County is responsible for 50% of Excess Costs.
 - ii. The City is responsible for 50% of Excess Costs.
- 5. Invoicing; Payment. The City shall prepare invoices for reimbursement of Backbone Infrastructure costs and deliver them to the County and the Park District, in accordance with this Section.
 - a. Allocation of Costs. Each invoice must identify (i) the items that are County-Only Costs, City-Only Costs, Shared Costs, and Excess Costs, and (ii) the total amount due from the County and the Park District in accordance with Section 4 above.

- b. Supporting Documentation. Each invoice must be accompanied by supporting documentation that evidences the work having been performed and the cost incurred. Supporting documentation may be in the form of copies of invoices or payment applications, permit applications that show the cost of the application, change orders, City engineering staff timecards, evidence of payments having been made by the City, or other documentation as reasonably necessary.
 - c. Initial Invoice. Upon execution of this Agreement, the City will submit its first invoice for work performed to date, including Design Engineering, Landscape Design, and Staff Engineering.
 - d. Monthly Invoices. The City shall invoice monthly.
 - e. Invoice Review. Upon receipt of an invoice, the County and the Park District will use good faith efforts to verify that the amount invoiced complies with the terms of this Agreement and to complete such review within ten (10) business days after receipt of the invoice. If the County or the Park District believes there is an error in the invoice, it will communicate that belief to the City and work with the City to correct any discrepancy. The period of time required to review the invoice and to resolve any discrepancy between the invoice and this Agreement is the "Review Period." The Review Period shall not extend beyond 40 calendar days after receipt of the invoice.
 - f. Payment. Payment is due to the City from the Park District within thirty (30) days after the completion of the Park District's Review Period. Payment is due to the City from the County within forty-five (45) days after the completion of the County's Review Period.
6. Remedies. The parties waive their respective rights to trial by jury of any claim or cause of action arising out of this Agreement. The parties have no liability for damages to one another or to any other person or entity resulting from any violation of this Agreement.
7. Judicial Review. If any party to this Agreement ultimately seeks judicial review of a dispute concerning or relating to the implementation, interpretation or enforcement of, or compliance with, the terms and provisions of this Agreement, the parties shall submit to the jurisdiction of Contra Costa County Superior Court, notwithstanding the provisions of California Code of Civil Procedure section 394.
8. Construction Status Conferences. Upon the issuance of a notice to proceed to the Contractor, the City shall schedule monthly status conference meetings that include the City, the County, the Park District and the Contractor (each, a "Construction Status Conference"). The purpose of each Construction Status Conference is to enable the County and the Park District to remain informed about progress on the Backbone Infrastructure and consult on any necessary or proposed change orders. The City shall also schedule monthly meetings with the County and the Park District, either shortly before or shortly after each Construction Status Conference, to confer with and obtain input and recommendations from the County and the Park District.

9. Notices. Any notice required under this Agreement must be in writing and personally delivered, sent by certified mail (return receipt and postage prepaid) or sent by overnight delivery to the following:

To the County: Contra Costa County
Public Works Department – Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Principal Real Property Agent

To the City: City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523
Attn: City Manager

To the Park District: Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, CA 94523
Attn: General Manager

10. Miscellaneous.

- a. This Agreement contains the entire agreement between the parties with respect to its subject matter. The parties agree that Section 6 of the MOU is terminated.
- b. This Agreement may be modified only in writing and with the consent of all parties.
- c. This Agreement is governed by the laws of the State of California.
- d. This Agreement may be signed in multiple counterparts, which, when signed by all parties, constitute a binding agreement.

[Signatures Appear on the Following Page]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

CITY OF PLEASANT HILL

By: _____
Brian M. Balbas
Director of Public Works

By: _____
June Catalano
City Manager

RECOMMENDED FOR APPROVAL:

Approved as to form:

By: _____
Karen A. Laws
Real Property Agent

By: _____
Janet E. Coleson
City Attorney

By: _____
Jessica L. Dillingham
Principal Real Property Agent

Attest:

Approved as to form:
Sharon L. Anderson, County Counsel

By: _____
Carol Wu
City Clerk

PLEASANT HILL RECREATION
AND PARK DISTRICT

By: _____
Kathleen M. Andrus
Deputy County Counsel

By: _____
Michelle Lacy
General Manager

Approved as to form:

By: _____
Osa Wolff
General Counsel

EXHIBIT A

BACKBONE INFRASTRUCTURE COST SHARE MATRIX

Cost Sharing Summary									
	OPB	Monticello	Signal	OP Frontage W	OP Frontage E	Flood Protection Improvements	County only - Sanitary & Storm Drain laterals	Total	
Construction Sub Total =	\$ 4,745,999	\$ 1,208,789	\$ 2,456,125	\$ 269,601	\$ 127,729	\$ 147,788	\$ 535,967	\$ 122,611	\$ 4,868,610
15% Contingency	\$ 711,900	\$ 181,318	\$ 368,419	\$ 40,440	\$ 19,159	\$ 22,168	\$ 80,395	\$ 771,900	\$ 711,900
Design Engineering	\$ 458,450	\$ 116,766	\$ 237,255	\$ 26,043	\$ 12,338	\$ 14,276	\$ 51,773	\$ 458,450	\$ 458,450
Landscape Services EKI	\$ 40,000	\$ 10,188	\$ 20,701	\$ 2,272	\$ 1,077	\$ 1,246	\$ 4,517	\$ 40,000	\$ 40,000
Staff Time & Material	\$ 155,000	\$ 39,478	\$ 80,215	\$ 8,805	\$ 4,172	\$ 4,827	\$ 17,504	\$ 155,000	\$ 155,000
Const. Man & DSDC & Utility Fees	\$ 1,096,338	\$ 279,233	\$ 567,371	\$ 62,278	\$ 29,506	\$ 34,139	\$ 123,810	\$ 1,096,338	\$ 1,096,338
PROJECT TOTAL:	\$ 7,207,687	\$ 1,835,773	\$ 3,730,086	\$ 409,439	\$ 193,981	\$ 224,443	\$ 813,965	\$ 122,611	\$ 7,330,298

Distribution Cost Sharing Per MOU (Flood Protection Improvements split evenly between City and County)									
Agencies	33.3% / 33.3% / 33.4%	25% / 25% / 50%	33.3% / 33.3% / 33.4%	0% / 0% / 100%	100% / 0% / 0%	50% / 0% / 50%	0% / 0% / 100%	Cost to Each Agency	
City share	\$ 611,312	\$ 932,521	\$ 136,343		\$ 224,443	\$ 406,983		\$ 2,311,603	
Rec & Park	\$ 611,312	\$ 932,521	\$ 136,343			\$ -		\$ 1,680,177	
County share	\$ 613,148	\$ 1,865,043	\$ 136,753	\$ 193,981		\$ 406,983	\$ 122,611	\$ 3,338,518	
Total	\$ 1,835,773	\$ 3,730,086	\$ 409,439	\$ 193,981	\$ 224,443	\$ 813,965		\$ 7,330,298	

Adjustment: City and County agreed to cap Rec & Park at \$1,250,000

Rec & Park (from above) = \$1,680,177

minus Rec & Park (cap) = \$1,250,000

City & County split delta = \$ 430,177/2 = \$215,089/each

Final Cost Share			
	subtotal from above	City & County split delta	Final Cost Share
City	\$ 2,311,603	\$ 215,089	\$ 2,526,692
Rec & Park	\$ 1,250,000	\$ 0	\$ 1,250,000
County	\$ 3,430,996	\$ 215,089	\$ 3,553,607