

**REPORT TO MAYOR AND COUNCIL**

**TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: June 1, 2009

**SUBJECT: ACCEPTING A GRANT FROM THE EAST BAY REGIONAL PARK DISTRICT FOR PROJECT NO. 1283, GALINDO CREEK TRAIL GAP CLOSURE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE COOPERATIVE FUNDING AGREEMENT AND ANY RELATED AMENDMENTS**

**Report in Brief**

Previously, the East Bay Regional Park District (EBRPD) approved a \$60,000 grant to the City of Concord for Project No. 1283, Galindo Creek Trail Gap Closure. The City's acceptance of the grant and execution of the Cooperative Funding Agreement are requirements for the release of the \$60,000 grant.

Staff recommends that the Council accept the \$60,000 grant from EBRPD for Project No. 1283, Galindo Creek Trail Gap Closure; and authorize the City Manager to execute the Cooperative Funding Agreement and any related amendments.

**Background**

Previously, the EBRPD Board of Directors approved a \$60,000 grant to the City of Concord for Project No. 1283, Galindo Creek Trail Gap Closure. The Board also authorized a Cooperative Funding Agreement and License Agreement with the City of Concord.

On October 27, 2008, the City Council approved the License Agreement with EBRPD, which will allow EBRPD to maintain the Galindo Creek trail within City property. Subsequently, the City and EBRPD executed the License Agreement.

**Discussion**

The City's acceptance of the grant and execution of the proposed Cooperative Funding Agreement (**Attachment 1**) and the previously approved License Agreement are EBRPD requirements for release of the \$60,000 grant. The City Attorney's Office has reviewed the proposed Cooperative Funding Agreement.

Staff recommends that the Council authorize the City Manager to execute the Cooperative Funding Agreement and any related amendments.

**ACCEPTING A GRANT FROM THE EAST BAY REGIONAL PARK DISTRICT  
FOR PROJECT NO. 1283, GALINDO CREEK TRAIL GAP CLOSURE; AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE COOPERATIVE  
FUNDING AGREEMENT AND ANY RELATED AMENDMENTS**

June 1, 2009

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**Fiscal Impact**

Following acceptance of the grant by the Council and full execution of the Cooperative Funding Agreement, the EBRPD will release the \$60,000 grant.

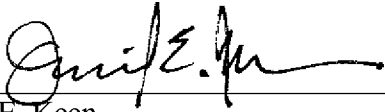
**Public Contact**

Posting of the City Council Agenda.

**Recommendation for Action**

Accept the \$60,000 grant from EBRPD for Project No. 1283, Galindo Creek Trail Gap Closure; and authorize the City Manager to execute the Cooperative Funding Agreement and any related amendments.

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Enclosures: Attachment 1 – Cooperative Funding Agreement

**COOPERATIVE FUNDING AGREEMENT AMONG THE  
EAST BAY REGIONAL PARK DISTRICT AND THE CITY OF CONCORD FOR  
CONSTRUCTION OF THE GALINDO CREEK BRIDGE**

This Cooperative Funding Agreement, hereinafter referred to as "AGREEMENT", made and entered into on the first day of June, 2009, by and among the East Bay Regional Park District, hereinafter referred to as "EBRPD" and the City of Concord, hereinafter referred to as "CONCORD".

**WITNESSETH**

WHEREAS, EBRPD and CONCORD have agreed to construct the Galindo Creek bridge on the California Riding and Hiking Trail, hereinafter referred to as the "PROJECT"; and

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

NOW, THEREFORE, it is mutually agreed as follows:

**SECTION I**

**EBRPD AGREES:**

(1) To process CONCORD's reimbursement request for actual expenses related to the PROJECT up to, but not to exceed, **\$60,000** for completion of the PROJECT, within 30 days of receipt of a cost summary and an invoice from the CONCORD. A CONCORD project worksheet and budget are attached as Exhibit "A".

**SECTION II**

**CONCORD AGREES:**

(1) To implement the PROJECT, including but not limited to the development of contract documents, bidding, selection of a qualified contractor, administration of the construction contract, inspection and final acceptance of the PROJECT and disseminating work products as required.

**SECTION III**

**IT IS MUTUALLY AGREED AS FOLLOWS:**

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

(2) EBRPD agrees to indemnify and hold harmless CONCORD, 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 AGREEMENT save and except for those which are the result of the negligence and/or willful conduct of CONCORD, its Board of Directors, officers, agents, employees or assigns.

(3) CONCORD 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 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 AGREEMENT shall be sent by first class mail, postage prepaid, to EBRPD at General Manager, P. O. Box 5381, Oakland, CA 94605-0381, to CONCORD at 1950 Parkside Drive, Concord, CA 94519, Attention, City Manager.

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

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

(8) If any provision or provisions of this 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.

**Cooperative Funding Agreement  
Galindo Creek Bridge**

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

CITY OF CONCORD

EAST BAY REGIONAL PARK DISTRICT

By \_\_\_\_\_  
Daniel E. Keen, City Manager

By \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF CONCORD**  
**CAPITAL IMPROVEMENT PROJECT INFORMATION SHEET**

**Project Name:** Galindo Creek Trail Closure and Ygnacio Valley Road Landslide Repair  
**Project Number:** 1283  
**Funding Source(s):** Prop. 1 B LSR  
 Gas Tax  
 TDA Grant  
 See Pertinent Issue

**Project Proponent:** Building, Engineering & Neighborhood Services  
**Project Manager:** BENS  
**User Department:** P. W. & EBRPD  
**District:** Northern District

	<u>Project Costs</u>				<u>Operating Costs</u>	<u>Revenues</u>	<u>Cost Savings</u>
	<u>Prop. 1 B LSR</u>	<u>Gas Tax</u>	<u>TDA Grant</u>	<u>See Pertinent Issue</u>			
<b>Prior Year Allocation</b>	\$33,500	\$183,500	\$60,000	\$291,835	\$0	\$0	\$0
<b><u>Fiscal Year</u></b>							
2008-09	\$560,000	\$100,000	\$150,000	\$0	\$0	\$0	\$0
2009-10	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-11	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-12	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-13	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-14	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-17	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<u>\$593,500</u>	<u>\$283,500</u>	<u>\$210,000</u>	<u>\$291,835</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL</b>	<u>\$1,378,835</u>						

**Statement of Need, Service Level, and Issue:**

**Need:** Close the remaining 600-foot gap of a 20-mile trail and repair a landslide along westbound Ygnacio Valley Road.

**Service Level:** Increase use of the trail and enhance safety by providing a safer route for pedestrians from Ayers Road to the Ygnacio Valley Road/Pine Hollow Road intersection. Currently, pedestrians use Ygnacio Valley Road, which does not have a sidewalk.

**Pertinent Issue:** On October 2, 2007, the Council rejected the bids for the project mainly due to high bids and reactivation of the landslide along westbound Ygnacio Valley Road immediately uphill of the trail. The geotechnical engineer consultant recommended the stabilization of the landslide and accordingly the project scope had been updated to include that work.

Staff also conducted value engineering and obtained additional grant funding for the project. Staff obtained \$150,000 in TDA grant. Also, on 02-21-08, TRANSPAC approved the City's request to program \$500,000 to the project to fund the landslide repair. Measure J – Bond fund will become available in September 2009. Use of this fund for the project falls under the “early use of Measure J-Bond” guideline due to the construction being scheduled for 2008, earlier than when the fund becomes available.

To simplify the funding process by not going through the “early use of Measure J-Bond” process, in March 2008, CCTA staff suggested that the City consider using local funds for the \$500,000 landslide repair work. In return, CCTA will program an additional \$260,000 in Measure C I-680 fund to the Commerce Avenue Roadway Extension and Bridge at Pine Creek Project as part of the CCTA Strategic



**Galindo Creek Trail Closure and Ygnacio Valley Rd. Landslide Repair  
(PJ1283)  
10-Year Funding Sources**

Fund	Prior Year	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Total
Parkland Fees	\$31,835	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,835
Land & Water Conservation Grant	200,000	-	-	-	-	-	-	-	-	-	-	200,000
EBRP	60,000	-	-	-	-	-	-	-	-	-	-	60,000
<b>Total</b>	<b>\$291,835</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$291,835</b>

