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## APPENDIX B – FUNDING COMMITMENT LETTERS

*Funding partners for the Sustainably Connecting East Bay Communities – Expanding Equitable Active Transportation Project include the entities below. Funding commitment letters from each are attached. Sources of match funding is in the amount of \$4,760,000 have either been secured or pending, representing at least 20% of the total project cost. Matching sources are all non-federal.*

1. Association of Bay Area Governments: *the awards notification has also been provided*
2. Contra Costa Transportation Authority
3. Regional Parks Foundation
4. West Contra Costa Transportation Advisory Committee: *the executed grant agreement is attached in lieu of a letter.*

Board of Directors

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June 11, 2021

Sabrina Landreth  
General Manager  
East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, California 94605

**RE: Funding Commitment Letter for East Bay Regional Park District's Department of Transportation RAISE Grant Application**

Dear General Manager Landreth:

On behalf of the Association of Bay Area Governments' (ABAG) San Francisco Bay Trail Project, we are writing to express our support for the East Bay Regional Park District's (Park District) 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application for \$24,620,000. This grant submission is intended to connect East Bay communities sustainably and equitably across 33 cities and two counties.

The Park District submitted a \$200,000 grant application to ABAG's San Francisco Bay Trail Project grant program earlier this year for funding the construction portion of the George Miller Regional Trail to Martinez Intermodal Station Extension project component listed in the RAISE application. This project is a 0.5-mile paved multi-use trail extension of the San Francisco Bay Trail and includes pedestrian safety improvements to the at-grade railroad crossing of Berrellesa Street in Martinez. It closes a gap in the 500-mile San Francisco Bay Trail.

ABAG's Bay Trail Project will announce recipients of the grant awards later this year. If the Park District's application is awarded funding, we understand this would be considered as a portion of the matching funds for the project cost.

If you have any questions, please do not hesitate to contact me. We look forward to working with EBRPD on this and many other Bay Trail improvements.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lee Chien Huo". The signature is fluid and cursive, written over a light blue horizontal line.

Lee Chien Huo  
Bay Trail Planner

## Katy Hornbeck

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**From:** Lee Huo <lhuo@bayareametro.gov>  
**Sent:** Friday, October 8, 2021 4:57 PM  
**To:** David Caulboy; Katy Hornbeck  
**Cc:** Nicola Szibbo; Toshi Shepard-Ohta; Heller, Avra@SCC; Buxton, Brenda@SCC  
**Subject:** Bay Trail Grant Application Approval

David and Katy,

Congratulations! At its October 4, 2021, meeting, the Bay Trail Steering Committee approved EBRPD's grant applications for the Point Molate Bay Trail Project in the original amount requested of \$150,000 and the Martinez Bay Trail – Phase II Project in the amount of \$200,000.

Because both projects have Mitigated Negative Declarations, the Coastal Conservancy Board must also provide approval before contracts can be executed. I will be working with Coastal Conservancy staff to schedule that approval.

Once draft contracts are ready for review, I will forward it to you. Please note that we will need a resolution from the EBRPD Board authorizing staff to accept and administer the Bay Trail Grants prior to fully executing the Bay Trail Grant contracts.

Let me know if you have any questions and have a good weekend.

Lee

Lee Chien Huo  
Bay Trail Planner  
375 Beale Street, Suite 700  
San Francisco, CA 94105-2066

Tel: (415) 820-7915  
[lhuo@bayareametro.gov](mailto:lhuo@bayareametro.gov)  
[www.baytrail.org](http://www.baytrail.org)

June 11, 2021

Sabrina Landreth  
General Manager  
East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, California 94605

**RE: Funding Commitment Letter for East Bay Regional Park District's  
Department of Transportation RAISE Grant Application**

Dear General Manager Landreth:

On behalf of the Regional Parks Foundation, we are writing to express our support for the East Bay Regional Park District's (Park District) 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application for \$24,620,000. This grant submission is intended to connect East Bay communities sustainably and equitably across 33 cities and two counties.

The Regional Parks Foundation confirms our partnership in the Park District's RAISE application package as evidenced by our \$260,000 funding contribution which would partially fund the construction portion of the Oakland Bay Trail Extension project component listed in the RAISE application. This project component will construct a .1-mile paved multiuse connection from East Oakland to the new Brooklyn Basin development and the San Francisco Bay Trail. We understand this \$260,000 funding contribution for the project is considered as match funds.

If you have any questions, please contact Juliana Schirmer, Chief Administrative Officer for the Regional Parks Foundation, at [jschirmer@ebparks.org](mailto:jschirmer@ebparks.org) or (510) 761-2872.

Sincerely,



Carol Johnson  
Executive Director of the Regional Parks Foundation

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Holland White

Timothy Haile,  
Executive Director

July 7, 2021

Sabrina Landreth  
General Manager  
East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, California 94605

**RE: Match Funding Availability for East Bay Regional Park District's Department of Transportation RAISE Grant Application**

Dear General Manager Landreth:

On behalf of the Contra Costa Transportation Authority (Authority) we are writing to express our support for the East Bay Regional Park District's (EBRPD) 2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application for \$24,620,000. This grant submission is intended to connect East Bay communities sustainably and equitably across 33 cities/towns and two counties.

The EBRPD manages 200 miles of paved active transportation trails serving 2.8 million East Bay residents. With an expansive network in high demand – up to a 50% increase in use during the COVID-19 pandemic – it is a timely need for the EBRPD to have sufficient resources aimed at expanding the system. In 2010, EBRPD received a highly competitive Federal TIGER II grant of \$10.2 million to close gaps in this non-motorized transportation network.

As the East Bay population continues to increase, the EBRPD is preparing innovative and equitable solutions to address the need for safe, environmentally friendly transportation. Traffic congestion is a high priority for many East Bay residents. With dramatic weather conditions affecting shorelines, the EBRPD recognizes the role its trail network can play in addressing the impacts of sea level rise with safe, climate friendly Bay and Delta trail infrastructure. Contra Costa is pleased that half of the projects being proposed will serve community members in our county including:

**1. Iron Horse Trail Extension – Concord to Benicia Bridge**

**Project:** Construction of a .25-mile paved multi-use trail extension of the Iron Horse Trail – Marsh Drive to Imhoff Drive. This project includes a safe signalized crossing and safety improvements of Marsh Drive.

**Partners:** Contra Costa County Water Conservation and Flood Control District

**Community Benefits:** This is a key extension of the 34-mile paved trail paralleling Interstate 680. It would extend a previously funded TIGER II trail corridor. The Iron

2999 Oak Road  
Suite 100  
Walnut Creek  
CA 94597  
PHONE: 925.256.4700  
FAX: 925.256.4701  
www.ccta.net

Horse Trail, designated as a National Millennium Trail in 2000, is one of the nation's great Rails-to-Trails success stories. Located primarily within an abandoned rail corridor, this trail attracts over a million users per year along 34 miles of completed trail. It connects to four BART stations, 19 schools, one community college and multiple business parks – including headquarters for Chevron, AT&T, Kaiser Permanente, and Shaklee.

## 2. Richmond Bay Trail Extension

**Project:** Construction of a .9-mile paved multi-use extension of the San Francisco Bay Trail from Pinole Point Business Park in Richmond – where companies including Amazon, Whole Foods and UPS distribution centers are located – to Point Wilson providing a connection to the Regional Intermodal Transportation Center (RITC) and Pinole Shores railroad overcrossing – two active transportation projects previously funded by TIGER II.

**Partners:** City of Richmond and the Authority

**Community Benefits:** The trail would connect to three modes of public transportation – rail, ferry, and bus – at one convenient location along the waterfront in a growing community located at the San Pablo Bay shoreline. The trail also connects to the Bio-Rad Laboratories campus. This trail segment has regional transportation benefits because it would complete the San Francisco Bay Trail between the City of Oakland and the City of Hercules.

## 3. George Miller Regional Trail to Martinez Intermodal Station Extension

**Project:** This project is a .5-mile paved multi-use trail extension of the San Francisco Bay Trail. It connects the TIGER II funded segment of the Bay Trail named after former U.S. Representative George Miller to the downtown Martinez intermodal station. This project includes pedestrian safety improvements to the at-grade railroad crossing of Berrellesa Street in Martinez.

**Partners:** Contra Costa County, Union Pacific Railroad and City of Martinez

**Community Benefits:** The project will provide direct access to Amtrak, the Capitol Corridor commuter rail service to Sacramento, and regional bus service for the residents of Port Costa and Crockett – as well as providing improved connectivity to the intermodal station for Martinez residents. Completing this gap will create public health, economic and social equity benefits for residents within low-income communities, in addition to enhancing mobility opportunities for residents.

## 4. Marsh Creek Trail Extension

**Project:** The three-mile paved multi-use extension of the Marsh Creek Trail from a parkway in Brentwood, next to businesses and the Los Medanos College Brentwood Center reside, through Marsh Creek State Historic Park to Round Valley Regional Preserve.

**Partners:** California Department of Parks and Recreation, Contra Costa County Water Conservation and Flood Control, and Contra Costa County

**Community Benefits:** The project includes safety barriers near Marsh Creek Reservoir. It also provides a safe grade separated trail and wildlife crossing of the heavily used, high speed Marsh Creek Road in Contra Costa County.

The Authority understands it is EBRPD's intention to compete for future Measure J (the Authority's one-half percent sales tax) funding to use towards the required match for projects in this RAISE grant application.

We strongly support this application and respectfully request that the Department of Transportation favorably consider the EBRPD's application for funding.

Sincerely,



Timothy Haile, P.E.  
Executive Director

**COOPERATIVE FUNDING AGREEMENT BETWEEN  
WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE  
AND  
EAST BAY REGIONAL PARK DISTRICT  
FOR THE  
Bay Trail Gap Closure-Pinole Point to Point Wilson Project**

This AGREEMENT is made and entered into as of 7/22/2022, (the “Effective Date”) by and between the West Contra Costa Transportation Advisory Committee (“WCCTAC”), a Joint Exercise of Powers Agency organized pursuant to California Government Code Section 6500, *et seq.*, among the cities of El Cerrito, Hercules, Pinole, Richmond, and San Pablo, the County of Contra Costa, and the transit agencies AC Transit, San Francisco Bay Area Rapid Transit District (“BART”), and Western Contra Costa Transit Authority, with offices located at 6333 Potrero Avenue, Suite 100, El Cerrito, CA 94530, and East Bay Regional Park District (EBRPD), a special district established pursuant to California Public Resources Code Section 5500 *et seq.* .

WCCTAC and EBRPD (“Agency”) shall sometimes be referred to collectively herein as the “Parties” and individually as a “Party.”

**RECITALS**

**WHEREAS**, the members of WCCTAC signed a Master Cooperative Agreement pertaining to the 2019 Subregional Transportation Mitigation Fee Program Update (“2019 STMP”) in West Contra Costa County, including a list of twenty specific projects and the STMP funding commitments to those projects; and

**WHEREAS**, Agency’s Bay Trail Gap Closure Project: Pinole Point to Point Wilson (“Project”), as further described in the Scope of Work, attached as Exhibit A, which is incorporated herein, is one of the twenty projects identified in the 2019 STMP; and

**WHEREAS**, plans, studies, and cost estimates for Agency’s Project are eligible uses for the STMP funds; and

**WHEREAS**, at its May 28, 2021 meeting, the WCCTAC Board of Directors approved an appropriation of five hundred thousand dollars (\$500,000) in STMP funds to Agency towards the Project.

Now, therefore, the Parties hereby agree as follows:

**SECTION 1  
SCOPE OF WORK**

- 1.1 Scope of Work.** Subject to the terms and conditions set forth in this Agreement, Agency shall perform or cause to perform the work described in the scope of work attached as Exhibit A, and incorporated herein (the “Scope of Work”), at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.



- 1.2 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on the third anniversary of the Effective Date, and Agency shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended.
- 1.3 Standard of Performance.** Agency shall perform or cause to be performed all services required in Exhibit A according to the standards observed by a competent practitioner of the profession in which Agency's consultants or contractors are engaged.
- 1.4 Assignment of Personnel.** Agency shall retain only competent personnel to perform the Project to this Agreement.
- 1.5 Time is of the Essence.** Time is of the essence. Agency shall devote such time to the performance of the Project pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work.
- 1.6 Public Works and Department of Industrial Relations Requirements.** Because the Project and Scope of Work described in Exhibit A may include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the Project may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. In accordance with California Labor Code Section 1773.2, WCCTAC notifies Agency that this Project may be subject to the general prevailing wages in the locality in which the services described in Exhibit A are to be performed. Agency shall, as applicable, cause to be paid prevailing wages for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which Agency shall make available on request by contractors and consultants. The Agency, its consultants and contractors engaged in the performance of the Scope of Work described in Exhibit A shall pay, as applicable and if required by law, no less than these rates to all persons engaged in performance of the services described in Exhibit A. Agency will, as applicable, comply with all relevant provisions of the Labor Code applicable to public works, including enforcement of the contractor registration requirements of the California State Department of Industrial Relations.

## **SECTION 2 FUNDING OBLIGATIONS**

- 2.1 Funding.** In accordance with the WCCTAC Master Cooperative Agreement pertaining to the 2019 STMP, WCCTAC hereby agrees to fund Agency's Project in a sum not to exceed five hundred thousand dollars, (\$500,000) notwithstanding any contrary indications that may be contained in Agency or any third-party proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Agency's Scope of Work, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail.

The payments specified herein shall be the only payments from WCCTAC to Agency pursuant to this Agreement. Agency shall submit all invoices to WCCTAC in the

manner specified herein. Agency shall not bill WCCTAC for duplicate services performed by more than one person.

WCCTAC and Agency acknowledge and agree that funding paid by WCCTAC to Agency under this Agreement is based upon Agency's estimated costs of funding Agency's Project, including salaries and benefits of employees, consultants, and contractors of Agency. WCCTAC has no responsibility for such contributions beyond the amount set forth under this Agreement.

- 2.2 Invoices.** Agency shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost it incurs for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- a. Serial identifications of progress bills, i.e., Progress Bill No. 1 for the first invoice, etc.;
  - b. The beginning and ending dates of the billing period;
  - c. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- 2.3 Monthly Payment.** WCCTAC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. WCCTAC shall have 60 days from the receipt of an invoice that complies with all of the requirements above to pay Agency.
- 2.4 Total Payment.** In no event shall Agency submit any invoice for an amount in excess of the maximum amount of compensation provided in Section 2.1, above, either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** In no event shall expenses be advanced by WCCTAC to the Agency. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Agency and its contractors and consultants are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that WCCTAC or Agency terminates this Agreement pursuant to Section 3.4, WCCTAC shall compensate the Agency for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Agency shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 2.8 **Funding Request.** Agency shall submit the request for funds for specific components of the Project, detailing project scope, schedule, and proposed funding plan, at least four (4) months in advance of the initial anticipated cash flow need or reimbursement; to submit subsequent requests at least two (2) months in advance of anticipated need; and to apply any funds received under this Agreement to the Project consistent with the terms and conditions of an approved funding appropriation.
- 2.9 **Progress Reports.** Progress reports shall be submitted along with the funding request in Section 2.9. Agency shall submit progress reports in a form satisfactory to WCCTAC based on the cost for services performed.
- 2.10 **Records Keeping.** All reports, studies, plans, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Agency prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be made available to WCCTAC at WCCTAC's request.
- 2.11 **Agency Financial Records.** Agency shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to WCCTAC under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Agency to this Agreement.
- 2.12 **Inspection and Audit of Records.** Any records or documents that Sections 2.11 and 2.12 of this Agreement requires Agency to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request by WCCTAC. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of WCCTAC or as part of any audit of WCCTAC, for a period of 3 years after final payment under the Agreement.

### SECTION 3 GENERAL PROVISIONS

- 3.1 **Funding Limitations and Contingencies.** If, in response to the Request for Proposal(s), it appears that Project costs including contingency, will exceed the funding set forth in Section 2.1, the Parties agree that they shall meet to revise the Project scope to meet available funding. Funding is contingent upon WCCTAC receiving a fully executed Agreement from Agency.
- 3.2 **Acceptance.** Upon completion of the Project, Agency shall submit a report documenting that the Project is substantially complete. Agency shall be responsible for filing the appropriate notice of completion for the Project and shall provide a copy to WCCTAC for its records.

**3.3 Alternative Dispute Resolution.** All disputes that arise in connection with interpretation or performance of the Agreement shall first attempted to be resolved informally by the Parties. If not resolved, prior to instituting legal action, the Parties agree to participate in mediation with a mediator jointly selected by the Parties. If the dispute is not resolved by mediation, then the Parties will retain any and all remedies that they otherwise would have at law or equity.

**3.4 Termination.** This Agreement shall be subject to termination as follows:

- a. Either Party may terminate this Agreement at any time for cause pursuant to a power created by the Agreement or by law, other than for breach, by giving written notice of termination to either Party, which notice shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination. All obligations that are still executory will be discharged but any right based upon prior breach or performance shall survive.
- b. This Agreement may be terminated by a Party for breach of any obligation, covenant, or condition by the other Party, upon notice to the breaching Party. With respect to any breach that is reasonably capable of being cured, the breaching Party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. On termination, the non-breaching Party retains the same rights as a Party exercising its right to terminate under the provisions of Section 3.4, except that the non-breaching Party also retains any remedy for breach of the whole contract or any unperformed balance.
- c. By mutual consent of both Parties, this Agreement may be terminated at any time.
- d. This Agreement may be terminated by WCCTAC if funding for Agency's Project is no longer available by operation of law.
- e. In no event shall the Parties terminate this Agreement if such termination would conflict with, cause a default under, or otherwise violate the terms or conditions of any revenue bonds.

**3.5 Indemnity.** Agency shall defend, indemnify and hold harmless WCCTAC, its governing board, member agencies, officers, employees, and agents from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Agency's performance of any work under this Agreement, except such Liability caused by the sole negligence or willful misconduct of WCCTAC. With respect to any claims brought against Agency by a third party, Agency waives any and all rights of any type to express or implied indemnity by WCCTAC.

**3.6 Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- a. When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- b. When mailed by certified mail with return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- c. When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- d. When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.
- e. The place for delivery of all notices under this Agreement shall be as follows:

If to WCCTAC:

John Nemeth, Executive Director  
West Contra Costa Transportation Advisory Committee  
6333 Potrero Avenue, Suite 100  
El Cerrito, CA 94530

with a Copy to:

Kristopher J. Kokotaylo, Legal Counsel  
Meyers Nave  
1999 Harrison Street, 9<sup>th</sup> Floor  
Oakland, CA 94612

If to Agency:

Sabrina Landreth, General Manager  
East Bay Regional Park District  
2950 Peralta Oaks Court  
P.O. Box 5381  
Oakland, CA 94605-0381

with a Copy to:

Lynne Bourgault, Assistant General Manager & General Counsel  
East Bay Regional Park District  
2950 Peralta Oaks Court  
P.O. Box 5381  
Oakland, CA 94605-0381

- 3.7 Additional Acts and Documents.** Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.
- 3.8 Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter. No representations, warranties, inducement, or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement.
- 3.9 Governing Law.** The laws of the State of California shall govern this Agreement. Agency and any consultants and contractors shall comply with all laws, including, but not limited, all statutes, regulations, local ordinances, and decisional authority, applicable to the Scope of Work hereunder.
- 3.10 Amendment.** This Agreement may not be changed, modified, or rescinded except by the written approval, and any attempt of oral modification of this Agreement shall be void and of no effect.
- 3.11 Independent Contractor.** Agency and WCCTAC render their services under this Agreement as independent contractors. None of the agents or employees of either shall be agents or employees of the other.
- 3.12 Assignment.** This Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.
- 3.13 Successors and Assigns.** This Agreement shall be binding upon the successors, assignees, or transferees of WCCTAC or Agency as the case may be. This provision shall not be constructed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- 3.14 Severability.** Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, so long as the remainder, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.15 Jurisdiction and Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 3.16 Attorney's Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**3.17 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**3.18 Counterparts.** This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be duly executed and attested by their respective officers, duly authorized so to act, as of the date set forth in the first paragraph of this Agreement.

~~SAN FRANCISCO BAY AREA  
RAPID TRANSIT DISTRICT~~ EBRPD

  
\_\_\_\_\_  
Sabrina Landreth, General Manager

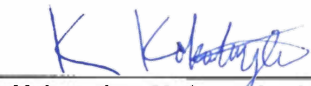
West Contra Costa Transportation  
Advisory Committee

  
\_\_\_\_\_  
John Nemeth, Executive Director

Approved as to Form:

 FOR:  
\_\_\_\_\_  
Lynnie Bourgaunt, Legal Counsel

Approved as to Form:

  
\_\_\_\_\_  
Kristopher Kokotaylo, Legal Counsel

3852446.1

## EXHIBIT A

### SCOPE OF WORK

Agency's Project will make various improvements to complete a gap in the Bay Trail from the Pinole Point to Point Wilson. Agency agrees to use the funds that are the subject of this Agreement towards the following Project activities:

1. To act as the lead agency and take responsibility for evaluating prospective consultants and contractors retained by Agency and subsequent award of work consistent with this Agreement.
2. To act as the lead agency and retain, as appropriate, consulting services consistent with this Agreement.
3. To be responsible for providing management of consultant and contractor activities, including responsibility for scheduling, budgeting, and oversight of the services, consistent with the scope of the Project.
4. To advance or complete all or a portion of the following STMP project funding category: *Category 4: Bay Trail Gap Closure Improvements.*
5. To use the STMP funds *to close the final gap in the San Francisco Bay Trail creating 30 miles of continuous trail from Lone Tree Point in Rodeo to Oakland and Treasure Island, connecting two previously funded TIGER II projects.*
6. To produce or complete *the final plans, specifications, and estimates and permitting of a .9-mile paved Class I multi-use extension of the San Francisco Bay Trail from Pinole Point Business Park in Richmond, CA to Point Wilson in Contra Costa County, CA.*
7. To complete the over-all Project based on the following initial schedule for the Project:  

<i>Plans, Specifications, and Estimate (PSE) Start:</i>	<i>September 2023</i>
<i>Procurement &amp; Construction Start:</i>	<i>March 2025</i>
<i>Construction Complete:</i>	<i>March 2026</i>
<i>Opening to Public:</i>	<i>June 2026</i>
8. To complete the STMP-funded portion of the Project based on the estimated completion date of December 2024.