

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE EAST BAY REGIONAL PARK DISTRICT AND CONTRA COSTA COUNTY
FOR
BAY POINT WATERFRONT ACCESS IMPROVEMENTS
AT BAY POINT REGIONAL SHORELINE

This Cooperative Funding Agreement, hereinafter referred to as "AGREEMENT", made and entered into on the _____ day of _____, 2017, by and between the East Bay Regional Park District, hereinafter referred to as "EBRPD" and Contra Costa County, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, the U.S. Navy compensated the COUNTY an undisclosed fee amount in the early 1990s to help the COUNTY mitigate the closure of the Port Chicago Highway through the Concord Naval Weapons Station. When the COUNTY closed the road at the Navy's request, an east-west arterial that linked Bay Point, Clyde and Concord, and provided access to the waterfront was lost.

WHEREAS, the Board of Supervisors adopted in 1991, and updated in 2008 and 2010, the Navy Mitigation Expenditure Plan and its road and trail project list that allocated funds to road and trail projects.

WHEREAS, the Bay Point Waterfront Access Improvements, hereinafter referred to as "PROJECT," will provide better access to the Bay Point Regional Shoreline, including access for people with disabilities, and is part of the Navy Mitigation Fund Expenditure Plan project list.

WHEREAS, the PROJECT will include upgrades to the Harrier Trail, construction of a Wetland Overlook, the addition of potable water and shade structures to Bay Point Regional Shoreline Park, and will bring facilities into compliance with the Americans with Disabilities Act standards.

WHEREAS, EBRPD and COUNTY 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:

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SECTION I

COUNTY AGREES:

(1) To process EBRPD's reimbursement request for actual expenses related to the PROJECT up to, but not to exceed, **\$450,000** for completion of the PROJECT, within 30 days of receipt of a cost summary and an invoice from the EBRPD. A project map and budget are attached as Exhibit "A".

SECTION II

EBRPD AGREES:

(1) To implement the PROJECT, including but not limited to consultant selection, the development of consultant services agreement, administration of the contract, final review of the work product, and disseminating work products as required.

(2) Provide draft project plans to COUNTY for review and comments. Coordinate comments on the plans as appropriate.

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 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, 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 COUNTY, its Board of Supervisors, officers, agents, employees or assigns.

(3) COUNTY 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 COUNTY's performance of COUNTY's obligations under this

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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 Grants Department, Finance and Management Services Division
Attn. Grants Manager
P. O. Box 5381
Oakland, CA 94605-0381

and

COUNTY at Public Works Department, Transportation Engineering
Attn. Assistant Public Works Director
255 Glacier Drive
Martinez, CA 94553.

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

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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

CONTRA COSTA COUNTY

EAST BAY REGIONAL PARK DISTRICT

By _____
(Signature of Authorized Representative)

By _____
(Signature of Authorized Representative)

(Print Name of Authorized Representative)

Debra Auker
(Print Name of Authorized Representative)

Title: _____

Title: Assistant General Manager, Finance and
Management Services/CFO

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By _____

By _____

Date: _____

Date: _____

**Cooperative Funding Agreement
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Exhibit A

PROJECT BUDGET

Waterfront Park Access Improvements		
Task #	Description	Cost
1	Harrier Trail ADA Upgrades and Wetland Overlook	\$125,000
3	Potable Water, ADA Drinking Fountain & Restroom	\$225,000
4	Shade Structures	\$50,000
5	Project Design and Administration	\$50,000
	TOTAL	\$450,000

PROJECT MAP

