

## PREDEVELOPMENT AND RESOURCE AGENCY COST SHARING AGREEMENT

This predevelopment and resource 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, 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, how the cost of an environmental impact review ("EIR") under the California Environmental Quality Act ("CEQA") for the Projects will be shared by the County, the City and the Park District. The parties' agreement regarding EIR cost sharing set forth in the MOU is duplicated in this Agreement.
- D. Since entering into the MOU, the parties have also agreed to share the cost of site assessment, resource agency permits and predevelopments costs for the Projects (together with the EIR costs, the "Shared Costs").

The parties therefore agree as follows:

### AGREEMENT

1. Term. The term of this Agreement begins on November 17, 2017, and ends on the date that all amounts due under this Agreement have been paid.

2. EIR. The cost of the EIR is to be shared by the County, the City and the Park District as follows: The County's share is 50%; the City's share is 30%; the Park District's share is 20%, up to a maximum Park District total share of \$60,000. If the cost of the EIR exceeds \$300,000, the County and the City are each responsible for 50% of the cost that exceeds \$300,000, as shown in Exhibit A.
3. Geotechnical – Soils and Hazardous Materials. The cost of performing the geotechnical assessment of soils and hazardous materials is to be shared by the City and the Park District as follows: The City's share is 50%; the Park District's share is 50%, as shown in Exhibit A.
4. Geotechnical – Soil Assessment for Reuse. The cost of performing the geotechnical soil assessment for reuse is to be shared by the City and the Park District as follows: The City's share is 50%; the Park District's share is 50%, as shown in Exhibit A.
5. Hydrological Assessment. The cost of the hydrological assessment is to be shared by the County, the City and the Park District as follows: The County's share is 35%, the City's share is 45%, the Park District's share is 20%, as shown in Exhibit A.
6. Resource Agency Permitting – Permit Application. The cost of consulting services performed by First Carbon in connection with resource agency permitting is to be shared by the County, the City and the Park District as follows: The County's share is 35%, the City's share is 45%, the Park District's share is 20%, as shown in Exhibit A.
7. Resource Agency Permitting – Legal. The cost of legal services performed by Best Best & Krieger in connection with resource agency permitting is to be shared by the County, the City and the Park District as follows: The County's share is 35%, the City's share is 45%, the Park District's share is 20%, as shown in Exhibit A.
8. Topographic/Boundary/Utility Survey. The cost of the topographic/boundary/utility survey performed under a contract with the City is to be shared by the County, the City and the Park District as follows: The County's share is 34%, the City's share is 33%, the Park District's share is 33%, as shown in Exhibit A.
9. Biological Assessment. The cost of performing the biological assessment is to be shared by the City and the Park District as follows: The City's share is 50%; the Park District's share is 50%, as shown in Exhibit A.
10. Environmental Assessment – Phase II. The cost of the Phase II environmental assessment is to be shared by the City and the Park District as follows: The City's share is 50%; the Park District's share is 50%, as shown in Exhibit A.
11. General Plan/Specific Plan Change. The cost of the change to the City's General Plan and Specific Plan is to be shared by the County and the City as follows: The County's share is 50%; the City's share is 50%, shown in Exhibit A.

12. Geotechnical – Phase I & Soils Study. The cost of the geotechnical Phase I and soils study is to be borne in full by the Park District, as shown in Exhibit A.
13. Resource Agency Permitting – Legal. The cost of legal services performed by Buchalter in connection with resource agency permitting is to be shared by the County, the City and the Park District as follows: The County's share is 35%, the City's share is 45%, the Park District's share is 20%, as shown in Exhibit A.
14. Resource Agency Permitting – Agency Consultation. The cost of consulting services performed by Johnson-Marigold in connection with resource agency permitting is to be shared by the County, the City and the Park District as follows: The County's share is 35%, the City's share is 45%, the Park District's share is 20%, as shown in Exhibit A.
15. Sewer Trunkline Relocation Design. The cost of preparing design and construction plans for relocation of the sewer trunkline under a County contract is to be borne in full by the City, as shown in Exhibit A.
16. Specific Plan. The cost of the change to the City's Specific Plan is to be shared by the County, the City and the Park District as follows: The County's share is 34%, the City's share is 33%, the Park District's share is 33%, as shown in Exhibit A.
17. Temporary Fencing. The cost of temporary fencing is to be shared by the City and the Park District as follows: The City's share is 67%; the Park District's share is 33%, as shown in Exhibit A.
18. Topographic/Boundary/Utility Survey. The cost of the topographic/boundary/utility survey performed under a contract with the County is to be shared by the County, the City and the Park District as follows: The County's share is 34%, the City's share is 33%, the Park District's share is 33%, as shown in Exhibit A.
19. Traffic Impact Analysis. The cost of the traffic impact analysis is to be shared by the County, the City and the Park District as follows: The County's share is 34%, the City's share is 33%, the Park District's share is 33%, as shown in Exhibit A.
20. Tree Assessment – Creek Delineation. The cost of tree assessment and creek delineation is to be shared by the City and the Park District as follows: The City's share is 50%; the Park District's share is 50%, as shown in Exhibit A.
21. Tree Assessment – Three Properties. The cost of tree assessment affecting all three properties analysis is to be shared by the County, the City and the Park District as follows: The County's share is 34%, the City's share is 33%, the Park District's share is 33%, as shown in Exhibit A.
22. Utility Potholing – Trunk Line. The cost of utility potholing for the trunk line is to be borne in full by the City, as shown in Exhibit A.

23. Utility Potholing – Sewer Lateral. The cost of utility potholing for the sewer lateral is to be shared by the County and the City as follows: The County's share is 50%; the City's share is 50%, shown in Exhibit A.

24. Utility Potholing – Central San. The cost of utility potholing for the work to be performed by the Contra Costa Central Sanitary District is to be shared by the County and the City as follows: The County's share is 50%; the City's share is 50%, shown in Exhibit A.

25. Payment.

- a. Initial Due Date. On or before July 31, 2020, (i) the Park District shall make a payment to the City in the amount of \$152,760.00, as shown as a "true up payment" on Exhibit A, and (ii) the County shall make a payment to the City in the amount of \$93,689.00, as shown as a "true up payment" on Exhibit A (together, the "Initial Payments").
- b. Subsequent Invoices. If additional invoices for Shared Costs are received after the calculation or payment of the Initial Payments, each party will contribute to the payment of the amount due in accordance with the allocations set forth in this Agreement. For example, if a subsequent invoice is received for services performed by Buchalter in connection with resource agency permitting, the cost would be shared in accordance with Section 13 above.
- c. Invoice Review. Upon receipt of a subsequent 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.
- d. Payment of Subsequent Invoices. Payment of subsequent invoices 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.
- e. Address for Payment. Payments due under this Agreement are to be personally delivered or mailed by first-class mail, postage prepaid, to the relevant address shown in Section 28 below.

26. 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.

27. 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 will submit to the jurisdiction of Contra Costa County Superior Court, notwithstanding the provisions of California Code of Civil Procedure section 394.

28. 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

29. Miscellaneous.

- a. This Agreement contains the entire agreement between the parties with respect to its subject matter.
- 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 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"

Exhibit A - Site Assessment, Resource Agency & Predevelopment Cost Sharing

Shared Cost Activity				Contractor		Contracting Agency		Actual Costs (to date)		Percent Allocation by Agency				Financial Allocation by Agency				Payments by Agency				Overpaid (+)/Underpaid (-) by Agency			
										County	City	Park District	County	City	Park District	County	City	Park District	County	City	Park District	County	City	Park District	
EIR I				First Carbon	City	\$300,000	50%	30%	20%	\$150,000	\$90,000	\$60,000	\$150,000	\$90,000	\$60,000	\$150,000	\$90,000	\$60,000	\$150,000	\$90,000	\$60,000	\$0	\$0	\$0	
EIR II				First Carbon	City	\$257,837	50%	50%	0%	\$128,919	\$128,919	\$0	\$128,919	\$128,919	\$0	\$257,837	\$257,837	\$0	-\$128,919	\$128,919	\$0	\$0	\$0	\$0	
Geotechnical - Soils and Hazardous Materials				ENGEO	City	\$100,000	0%	50%	50%	\$0	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$0	\$63,709	\$36,291	\$0	\$0	\$0	\$13,709	\$0	-\$13,709	
Geotechnical - Soil Assessment for Reuse				SBCA	City	\$11,050	0%	50%	50%	\$0	\$5,525	\$5,525	\$0	\$5,525	\$5,525	\$0	\$11,050	\$0	\$0	\$0	\$0	\$5,525	\$0	-\$5,525	
Hydrological Assessment				WRECO	City	\$190,885	35%	45%	20%	\$66,810	\$85,898	\$38,177	\$66,810	\$85,898	\$38,177	\$66,810	\$85,898	\$38,177	\$175,322	\$175,322	\$15,563	-\$66,810	\$89,424	-\$22,614	
Resource Agency Permitting - Permit Applications				First Carbon	City	\$75,000	35%	45%	20%	\$26,250	\$33,750	\$15,000	\$26,250	\$33,750	\$15,000	\$75,000	\$75,000	\$0	\$75,000	\$75,000	\$0	-\$26,250	\$41,250	-\$15,000	
Resource Agency Permitting - Legal				BBK	City	\$70,000	35%	45%	20%	\$24,500	\$31,500	\$14,000	\$24,500	\$31,500	\$14,000	\$70,000	\$70,000	\$0	\$70,000	\$70,000	\$0	-\$24,500	\$38,500	-\$14,000	
Topographic/Boundary/Utility Survey				BKF	City	\$78,000	33%	33%	33%	\$26,052	\$25,974	\$25,974	\$26,052	\$25,974	\$25,974	\$78,000	\$78,000	\$0	\$78,000	\$78,000	\$0	-\$26,052	\$39,198	-\$26,052	
Biological Assessment				Live Oak Assoc.	County	\$12,274	0%	50%	50%	\$0	\$6,137	\$6,137	\$0	\$6,137	\$6,137	\$0	\$12,274	\$12,828	\$12,828	\$12,274	\$6,137	\$6,137	\$0	-\$6,137	
Environmental Assessment - Phase II				ENGEO	County	\$8,700	0%	50%	50%	\$0	\$4,350	\$4,350	\$0	\$4,350	\$4,350	\$0	\$8,700	\$0	\$0	\$8,700	\$4,350	\$4,350	-\$4,350	\$0	
General Plan/Specific Plan Change				Dahlin	County	\$855	50%	50%	0%	\$428	\$428	\$0	\$428	\$428	\$0	\$855	\$0	\$0	\$855	\$428	\$428	\$0	\$0	-\$428	
Geotechnical - Phase I & Soils Study				ENGEO	County	\$15,000	0%	0%	100%	\$0	\$0	\$15,000	\$0	\$0	\$15,000	\$15,000	\$0	\$15,000	\$15,000	\$0	\$15,000	\$0	\$0	-\$15,000	
Resource Agency Permitting - Legal				Buchalter	County	\$10,888	35%	45%	20%	\$3,811	\$4,900	\$2,178	\$3,811	\$4,900	\$2,178	\$10,888	\$10,888	\$0	\$10,888	\$7,077	\$7,077	-\$4,900	-\$4,900	-\$2,178	
Resource Agency Permitting - Agency Consultation				Johnson-Marigold	County	\$32,347	35%	45%	20%	\$11,321	\$14,556	\$6,469	\$11,321	\$14,556	\$6,469	\$32,347	\$32,347	\$0	\$32,347	\$21,026	\$21,026	-\$14,556	-\$14,556	-\$6,469	
Sewer Trunkline Relocation Design				BKF	County	\$25,252	100%	100%	0%	\$25,252	\$25,252	\$0	\$25,252	\$25,252	\$0	\$25,252	\$25,252	\$0	\$25,252	\$25,252	\$0	-\$25,252	\$0	-\$25,252	
Specific Plan				Dahlin	County	\$60,000	33%	33%	33%	\$20,040	\$19,980	\$19,980	\$20,040	\$19,980	\$19,980	\$60,000	\$60,000	\$0	\$60,000	\$39,960	\$39,960	-\$19,980	-\$19,980	-\$19,980	
Temporary Fencing				Hanson & Fitch	County	\$3,074	0%	67%	33%	\$0	\$2,060	\$1,014	\$0	\$2,060	\$1,014	\$3,074	\$3,074	\$0	\$3,074	\$3,074	\$0	-\$1,014	-\$1,014	-\$1,014	
Topographic/Boundary/Utility Survey				BKF	County	\$23,200	33%	33%	33%	\$7,749	\$7,726	\$7,726	\$7,749	\$7,726	\$7,726	\$23,200	\$23,200	\$0	\$23,200	\$15,451	\$15,451	-\$7,726	-\$7,726	-\$7,726	
Traffic Impact Analysis				W-Trans	County	\$9,300	33%	33%	33%	\$3,106	\$3,097	\$3,097	\$3,106	\$3,097	\$3,097	\$9,300	\$9,300	\$0	\$9,300	\$6,194	\$6,194	-\$3,097	-\$3,097	-\$3,097	
Tree Assessment - Creek Delineation				Hort Science	County	\$3,250	0%	50%	50%	\$0	\$1,625	\$1,625	\$0	\$1,625	\$1,625	\$1,625	\$3,250	\$3,250	\$0	\$3,250	\$3,250	\$0	-\$1,625	-\$1,625	
Tree Assessment - Threaporties				Hort Science	County	\$3,573	33%	33%	33%	\$1,193	\$1,190	\$1,190	\$1,193	\$1,190	\$1,190	\$3,573	\$3,573	\$0	\$3,573	\$2,380	\$2,380	-\$1,190	-\$1,190	-\$1,190	
Utility Poleholing - Trunk line				Subtronics II	County	\$14,154	0%	100%	0%	\$0	\$14,154	\$0	\$0	\$14,154	\$0	\$0	\$14,154	\$14,154	\$0	\$14,154	\$14,154	\$0	\$0	\$0	
Utility poleholing - Sewer Lateral				Subtronics I	County	\$5,473	50%	50%	0%	\$2,737	\$2,737	\$0	\$2,737	\$2,737	\$0	\$5,473	\$5,473	\$0	\$5,473	\$2,737	\$2,737	-\$2,737	-\$2,737	\$0	
Utility Poleholing - Central San				Exarco	County	\$3,772	50%	50%	0%	\$1,886	\$1,886	\$0	\$1,886	\$1,886	\$0	\$3,772	\$3,772	\$0	\$3,772	\$1,886	\$1,886	-\$1,886	-\$1,886	\$0	
										\$474,801	\$561,641	\$277,442				\$381,112	\$808,090	\$124,682				-\$93,689	\$246,449	-\$152,760	
TRUE-UP PAYMENTS																									
Underpaid by CCC												Underpaid by PHRPD				Underpaid by PHRPD									
												\$93,689				\$246,449				-\$152,760					
Payment by County to City												Payments to be Received by City				Payment by PHRPD to City									
												\$93,689				\$246,449				\$152,760					