

**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND THE CITY OF DUBLIN
FOR THE CAMINO TASSAJARA / TASSAJARA ROAD REALIGNMENT PROJECT**

This JOINT EXERCISE OF POWERS AGREEMENT (“AGREEMENT”), dated as of the ___ day of _____, 2020 (“EFFECTIVE DATE”), is entered into by Contra Costa County, a political subdivision of the State of California, (“COUNTY”) and the City of Dublin, California, a municipal corporation (“CITY”). COUNTY and CITY are sometimes referred to herein together as the “PARTIES,” and each as a “PARTY.”

RECITALS

- A. The Camino Tassajara / Tassajara Road Realignment Project is a project to realign and improve Camino Tassajara within unincorporated Contra Costa County, and Tassajara Road within the City of Dublin at the Contra Costa County/Alameda County Line, between Windemere Parkway and Palisades Drive, shown in Exhibit A, attached hereto and incorporated herein by reference (the “PROJECT”). The PROJECT is located entirely within unincorporated Contra Costa County and incorporated City of Dublin.
- B. COUNTY’s and CITY’s respective general plans, and the CITY’s Eastern Dublin Specific Plan reflect an ultimate four-lane configuration for Tassajara Road within COUNTY and CITY jurisdictions. The road that is named Camino Tassajara and Tassajara Road within the PROJECT limits is referred to herein as the “ROADWAY.”
- C. COUNTY and CITY entered into a Joint Exercise of Powers Agreement, dated June 1, 2000 (the “TRAFFIC MITIGATION FEE JEPA”) pertaining to the payment of traffic mitigation fees in connection with housing developments in COUNTY and CITY. The TRAFFIC MITIGATION FEE JEPA provides that the traffic mitigation fees collected by COUNTY and paid to CITY shall be used to fund road improvement projects, including funding for improving the ROADWAY.
- D. On or about August 6, 1996, COUNTY, the City of San Ramon, and the Town of Danville entered into a Joint Exercise of Powers Agreement (the “SOUTH COUNTY JEPA”) pertaining to traffic mitigation for housing developments in the southern portion of Contra Costa County, including the PROJECT. The SOUTH COUNTY JEPA sets aside funding for road improvement projects, including the PROJECT.
- E. CITY adopted Ordinance No. 21-04 on August 3, 2004 and Ordinance No. 04-20 on May 5, 2020 establishing the ultimate right-of-way lines for Tassajara Road in the CITY. COUNTY recommended improvements to realign the ROADWAY at the boundary between COUNTY’s jurisdiction and CITY’s jurisdiction. COUNTY and CITY have been coordinating regarding the realignment of the ROADWAY, and agree that the ROADWAY will generally follow the horizontal alignment depicted in Vesting Tentative Tract Map 8102 for the Moller Ranch Project, approved by CITY on December 18, 2012, and attached to CITY Planning Commission Resolution No. 12-45, adopted on November 27, 2012.

- F. COUNTY and CITY entered into a Memorandum of Understanding dated September 16, 2014, to define the understanding by which COUNTY and CITY were to implement the initial preliminary design phase of the PROJECT. The PARTIES' cooperative obligations under that Memorandum of Understanding have been completed. That Memorandum of Understanding stated that, at the time CITY and COUNTY intend to proceed with future PROJECT phases, CITY and COUNTY would enter into an agreement for future PROJECT phases.
- G. COUNTY and CITY now wish to proceed with future PROJECT phases described herein. This AGREEMENT describes how the PARTIES will exercise powers common to them within their respective jurisdictions to complete PROJECT-related detailed design, preliminary engineering, environmental clearance and any necessary right of way acquisition. As further described in this AGREEMENT, the PARTIES intend for PROJECT construction to occur after the PARTIES mutually agree to proceed to that PROJECT phase.

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. PURPOSE. This AGREEMENT is entered into pursuant to Government Code section 6500, *et seq.*, Code of Civil Procedure section 1240.140, Streets and Highways Code sections 943 and 1810, and other applicable law, to provide for the PARTIES' exercise of their shared powers for the purpose of completing the PROJECT within their respective jurisdictions. This AGREEMENT sets forth the PARTIES' obligations to complete activities and pay costs related to PROJECT-related design, environmental documentation and permitting, any necessary right of way acquisition, and construction within their jurisdictions. The estimated PROJECT costs, and approximate allocation of those costs between the PARTIES, are shown in Exhibit B attached hereto and incorporated herein by reference.
2. TERM; EXPIRATION. The term of this AGREEMENT begins on the EFFECTIVE DATE, and it expires upon the CITY's acceptance of the PROJECT as complete under Section 7, unless this AGREEMENT is terminated earlier in accordance with Section 3(g) or Section 12.
3. PRELIMINARY AND FINAL ENGINEERING; ENVIRONMENTAL REVIEW.
 - a. County's Obligations. COUNTY shall complete PROJECT preliminary and final design engineering, environmental processing and review, and right-of-way engineering.
 - b. CEQA. COUNTY shall act as the lead agency for the PROJECT for purpose of the California Environmental Quality Act ("CEQA"), and it shall complete all appropriate environmental review under CEQA, as determined by COUNTY. CITY shall determine whether it meets the requirements of a responsible agency under CEQA, and, if such

requirements are met, CITY shall appropriately participate during PROJECT CEQA environmental review in the capacity of a CEQA responsible agency.

- c. Project PS&E. COUNTY shall submit to CITY for review 35%, 65%, and 95% plans, specifications, and estimates (each “PS&E”). CITY shall review and comment on COUNTY submittals within thirty (30) days of receipt from the COUNTY.
- d. Compliance with City Standards. For that portion of the PROJECT within CITY’s jurisdiction, COUNTY shall perform all engineering and design work to the satisfaction of CITY, in accordance with CITY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications. CITY shall have approval authority over the PROJECT PS&E for that portion of the PROJECT within the CITY’s jurisdiction.
- e. Discretionary Approvals. Neither COUNTY nor CITY will make any discretionary decision with respect to any portion of the PROJECT until after COUNTY’s and CITY’s respective legislative bodies have approved the PROJECT environmental document(s). COUNTY shall not solicit bids for PROJECT construction until after COUNTY’s and CITY’s legislative bodies approve the PROJECT PS&Es under Section 3(f).
- f. Approval of Final PS&Es. Before PROJECT construction begins: the final PS&E for the portion of the PROJECT in COUNTY’s jurisdiction shall be approved by either COUNTY’s Board of Supervisors, or by a COUNTY employee who is authorized to exercise discretionary authority to give such approval in conformity with COUNTY standards, as determined by COUNTY in its sole discretion; and the final PS&E for the portion of the PROJECT in CITY’s jurisdiction shall be approved by either CITY’s City Council, or by a CITY employee who is authorized to exercise discretionary authority to give such authority in conformity with CITY standards, as determined by CITY in its sole discretion.
- g. City’s Ability to Terminate Before Right of Way Acquisition Begins. If, at any time before COUNTY commences any PROJECT Right of Way Activities (defined in Section 4(a), below), CITY determines that it does not have sufficient financial resources to proceed with the PROJECT, CITY may terminate this AGREEMENT by providing written notice to COUNTY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).

4. RIGHT-OF-WAY ACTIVITIES.

- a. Designation of Party to Perform Right of Way Activities. Pursuant to Code of Civil Procedure section 1240.140, COUNTY is hereby designated as the PARTY to acquire all property and property interests required for the PROJECT within the PARTIES’ jurisdictions, by eminent domain or otherwise, by and through the COUNTY’s Board of Supervisors, COUNTY officials and departments, and COUNTY’s attorneys, including outside counsel (collectively, “Right of Way Activities”).

- i. COUNTY shall perform all Right of Way Activities for the PROJECT, which may include but may not be limited to acquisition of right of way, slope easements, utility easement, license agreements, temporary construction easements, right of entry permits, storm drainage easements, drainage releases, relinquishment of abutter's rights, and floating easements for maintenance.
 - ii. COUNTY's Board of Supervisors may consider adopting a resolution of necessity in accordance with all applicable legal requirements. COUNTY's Board of Supervisors will exercise its independent discretion in determining whether to adopt any resolution of necessity. Nothing in the AGREEMENT commits the Board of Supervisors to adopting any resolution of necessity.
 - iii. COUNTY shall be the PARTY responsible for conducting all public hearings to the end of adopting a resolution of necessity, and for taking all steps necessary to pursue to conclusion eminent domain proceedings as may be necessary to obtain property and property interests for or relating to the PROJECT, and, in connection therewith, for entering into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way, relocation assistance, expert valuation, and related services (also, collectively, "Right of Way Activities").
 - b. City Right of Way Costs. CITY shall pay, accordance with Section 6(a), all fees and costs that COUNTY incurs to complete Right of Way Activities COUNTY deems necessary to acquire any property and property interests required for the portion of the PROJECT within CITY's jurisdiction (the "CITY Right of Way Costs").
 - c. City's Acceptance of Project Right of Way. Within ninety (90) days after COUNTY acquires any property or property interests required for the portion of the PROJECT within CITY's jurisdiction, COUNTY shall transfer to CITY, and CITY shall accept from COUNTY, title to said property or property interests.
 - d. Survival. The obligations in this Section 4 shall survive the expiration or termination of this AGREEMENT.
5. PROJECT CONSTRUCTION. The PARTIES agree that COUNTY will not advertise the PROJECT to solicit bids until after both PARTIES' authorized representatives mutually agree in writing to proceed to PROJECT bidding ("Notice to Proceed to Bid"). Each PARTY shall require its authorized representative to not unreasonably withhold agreement to proceed to PROJECT bidding. Upon the execution of the Notice to Proceed to Bid by both PARTIES, the PARTIES' obligations under Section 5 become effective, as further described in this section.
- a. County as Lead for Construction. COUNTY shall act as lead agency for the PROJECT for construction purposes, and it shall be responsible for the overall management, advertisement, and PROJECT construction contract ("PROJECT Construction Contract") award. COUNTY shall be responsible for all PROJECT-related contract administration

for construction-related activities within the jurisdictional boundaries of the COUNTY and CITY, and for ensuring that the PROJECT is constructed in compliance with all applicable local, state, and federal laws applicable to COUNTY and CITY, including without limitation the applicable provisions of the California Public Contract Code and the California Labor Code.

- b. Parties' Review of Bids and Financial Impacts. Within five (5) days after the PROJECT Construction Contract bid submission deadline, and before COUNTY considers awarding a PROJECT Construction Contract to the lowest responsible bidder, COUNTY will notify CITY regarding the amount of the bid from the apparent lowest responsive and responsible bidder and the anticipated amount of the CITY CONSTRUCTION COSTS that CITY would be required to pay under this AGREEMENT. If, within ten (10) days after receiving that information, CITY's authorized representative reasonably determines that CITY does not have sufficient available financial resources to fund the remaining CITY PRE-CONSTRUCTION COSTS and the CITY CONSTRUCTION COSTS, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Sections 6(a) and 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period in which CITY will reimburse COUNTY for the difference between (a) the amount of remaining CITY PRE-CONSTRUCTION COSTS, plus the CITY CONSTRUCTION COSTS that the CITY is required to pay under this AGREEMENT, minus (b) CITY's then available financial resources for remaining CITY PRE-CONSTRUCTION COSTS and CITY CONSTRUCTION COSTS. Nothing in this AGREEMENT requires COUNTY's Board of Supervisors to exercise its discretion in any particular way in response to, or after considering, PROJECT Construction Contract bids that COUNTY receives; and COUNTY reserves the right for its Board of Supervisors to award a contract to the lowest responsive and responsible bidder, as determined by COUNTY, or to reject all bids received, or to take any other discretionary action authorized by law.
- c. Issuance of City Encroachment Permit. Upon request by COUNTY or its contractor, CITY shall issue an encroachment permit to COUNTY's contractor for all improvements constructed within the jurisdictional boundaries of the CITY, at no fee to COUNTY or its contractor.
- d. City Business License. COUNTY shall include in PROJECT Construction Contract documents a requirement that the COUNTY's PROJECT construction contractor obtain, prior to beginning PROJECT construction, a CITY business license if one is not already possessed by the contractor.
- e. City as Additional Insured. COUNTY shall require its PROJECT contractor to name the CITY as an additional insured under each insurance policy that names COUNTY as an additional insured, so that CITY is insured to the same extent as COUNTY.
- f. City as Additional Indemnitee. COUNTY shall require its PROJECT construction contractor to indemnify, defend, and hold harmless CITY to the same extent that the contractor is required to indemnify, defend, and hold harmless COUNTY.

- g. Bonds. COUNTY shall require its PROJECT contractor to obtain payment and performance bonds that name both COUNTY and CITY as obligees under the bonds.
- h. Warranty. COUNTY shall require its PROJECT contractor to guarantee to COUNTY and CITY, for a period of one (1) year following acceptance of the PROJECT by COUNTY under Section 7, that the PROJECT is constructed in accordance with the final and as-built PROJECT PS&E, is and will be free from defects, and will perform satisfactorily in accordance with COUNTY and CITY standards and requirements.
- i. Qualified Representatives. Each of COUNTY and CITY shall designate representatives for all construction-related communications between COUNTY and CITY during the PROJECT construction phase. For PROJECT features within CITY's jurisdiction, CITY may elect to authorize its qualified representative to have authority to accept or reject work or materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the CITY's encroachment permit. CITY's representative shall have no direct contact with COUNTY's contractor, and CITY's representative shall make all comments and recommendations to the COUNTY's representative.
- j. Project Change Orders. COUNTY shall administer all PROJECT change orders. For any PROJECT change order affecting portions of the PROJECT within CITY's jurisdiction, COUNTY's authorized representative will provide CITY's authorized representative a copy of the proposed change order; and CITY's authorized representative shall respond to the change order within five (5) days after receiving the proposed change order from COUNTY. CITY shall require its authorized representative to not unreasonably withhold approval of any PROJECT change order affecting portions of the PROJECT within CITY's jurisdiction.
- k. Unanticipated Physical Conditions. Notwithstanding Section 5(j), if PROJECT changes in CITY's jurisdiction are required due to unanticipated physical conditions of property required for the PROJECT, and if those PROJECT changes would cause the CITY CONSTRUCTION COSTS to exceed the amount in Exhibit B, the PARTIES' authorized representatives shall meet and confer regarding proposed PROJECT changes within five (5) days after COUNTY notifies CITY about those PROJECT changes. If CITY's authorized representative reasonably determines that CITY does not have sufficient available financial resources to fund the increased costs associated with the proposed PROJECT changes, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Section 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period under which CITY will reimburse COUNTY for the increased costs attributable to the proposed PROJECT changes.
- l. Disputes with the Project Contractor. In the event of a dispute between COUNTY and the COUNTY's PROJECT construction contractor that could increase the CITY CONSTRUCTION COSTS beyond those listed in Exhibit B, or that could expose CITY to other financial liability not included in Exhibit B, the PARTIES authorized

representatives shall negotiate in good faith in an effort to resolve the dispute to their reasonable satisfaction.

6. FINANCIAL RESPONSIBILITY, INVOICING, AND PAYMENT.

- a. Pre-Construction Costs. CITY shall pay COUNTY the actual costs for all pre-construction activities for that portion of the PROJECT within CITY's jurisdiction (collectively "CITY PRE-CONSTRUCTION COSTS"). CITY PRE-CONSTRUCTION COSTS include all of preliminary and final engineering, including work to obtain environmental clearance and permits, and all CITY Right of Way Costs, as applicable. The CITY PRE-CONSTRUCTION COSTS are estimated and shown in Exhibit B, attached hereto (currently, line items for "Design," "Environmental," and "Right of Way").
 - i. Invoicing. COUNTY shall invoice the CITY on a quarterly basis for the CITY PRE-CONSTRUCTION COSTS. COUNTY shall provide CITY with an invoice within thirty (30) days after the end of each calendar-year quarter (*i.e.*, within 30 days after each March 31, June 30, September 30, and December 31). Each invoice must identify the actual PRE-CONSTRUCTION COSTS incurred, and other PROJECT-related activities completed, during the calendar-year quarter for which the invoice is given. Each invoice must include the remaining estimated costs to complete all activities that were not completed during the calendar-year quarter covered by the invoice.
 - ii. Payment. CITY shall pay the amount of PRE-CONSTRUCTION COSTS stated on an invoice within forty-five (45) days after receiving the invoice from COUNTY.
- b. Construction Costs. CITY shall pay COUNTY the actual costs to construct and administer the construction of that portion of the PROJECT in CITY's jurisdiction ("CITY CONSTRUCTION COSTS"). The CITY CONSTRUCTION COSTS are estimated and shown in Exhibit B (currently, line items for "Contract Cost," "Contract Contingency," "Construction Management," and "Enviro Mitigation"). Immediately after COUNTY's award of the PROJECT Construction Contract, the PARTIES agree to replace Exhibit B with a new Exhibit B, in accordance with Section 6(c).
 - i. Deposits. Within sixty (60) days after the effective date of COUNTY's award of the PROJECT Construction Contract, CITY shall transfer a deposit to COUNTY in the amount equivalent to 50% of the CITY CONSTRUCTION COSTS listed and estimated in Exhibit B as of the effective date of the award. COUNTY shall notify CITY when the amount of the deposit remaining drops below \$50,000, and, within forty-five (45) days after receiving that notice, CITY shall deposit the remaining CITY CONSTRUCTION COSTS then listed in Exhibit B. The CITY CONSTRUCTION COSTS in Exhibit B may be updated from time to time pursuant to Section 6(c).

- ii. Quarterly Invoicing. COUNTY will invoice CITY on a quarterly basis in the manner described in Section 6(a)(i) to account for the CITY CONSTRUCTION COSTS. COUNTY's invoices for CITY CONSTRUCTION COSTS must indicate the amount of the CITY deposits spent on CITY CONSTRUCTION COSTS during the calendar year quarter covered by the invoice and the balance of that CITY deposits remaining as of the end of that quarter.
- iii. Final Invoicing. If, as of the time CITY accepts the PROJECT under Section 7, the final amount of the CITY CONSTRUCTION COSTS previously paid exceeds the amount of CITY's deposits under Section 6(b)(i), within sixty (60) days after CITY's acceptance of the PROJECT under Section 7, COUNTY shall issue a final invoice to CITY identifying the amount of the CITY CONSTRUCTION COSTS remaining unpaid. Within sixty (60) days after CITY receives that final invoice, CITY shall pay COUNTY the difference between the final amount of the CITY CONSTRUCTION COSTS, minus the amount of the CITY's deposits under Section 6(b)(i), as listed on that final invoice.

If, as of the time CITY accepts the PROJECT under Section 7, the final amount of the CITY CONSTRUCTION COSTS is less than the amount of CITY's deposits under this Section 6(b)(i), within sixty (60) days after CITY's acceptance of the PROJECT under Section 7, COUNTY shall refund to CITY the difference between the amount of the CITY's deposits under Section 6(b)(i), minus the final amount of the CITY CONSTRUCTION COSTS.

- c. Updating Exhibit B. As of the EFFECTIVE DATE, Exhibit B includes the estimated cost of the PROJECT for both PARTIES. This amount represents the anticipated cost for budgeting purposes, but the amount may not represent the actual cost to complete the PROJECT. The PARTIES' authorized representatives may agree to replace Exhibit B with a new Exhibit B whenever they deem necessary to update the PROJECT scope of work, cost estimates, and cost allocation shown in Exhibit B. The PARTIES agree that Exhibit B shall be replaced following the award of a PROJECT Construction Contract and after each PROJECT change order. Each new Exhibit B must be signed by authorized representatives of both PARTIES, which shall cause it to be incorporated into this AGREEMENT. The PARTIES acknowledge that a new Exhibit B may include new line items in addition to those referenced in Sections 6(a) and 6(b).
 - d. Survival. The obligations in this Section 6 shall survive the expiration or termination of this AGREEMENT.
7. COMPLETION & ACCEPTANCE. Upon completion of PROJECT construction, as determined by COUNTY, CITY and COUNTY representatives shall conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. Following the joint final inspection COUNTY's Board of Supervisors shall consider accepting the PROJECT

as complete. Within thirty (30) days after COUNTY accepts the PROJECT as complete, CITY's City Council shall consider accepting the portions of the PROJECT in the CITY as complete, which acceptance shall not be unreasonably withheld. After COUNTY accepts the PROJECT as complete, COUNTY shall provide CITY copies of all as-built drawings for the PROJECT improvements.

8. RELEASE OF WARRANTY. Prior to expiration of the one-year warranty period for the contractor's warranty referenced in Section 5(h), COUNTY's and CITY's authorized representatives shall conduct a joint inspection of the PROJECT. The purpose of this joint inspection is to determine whether the PROJECT has performed during the one-year warranty period to COUNTY's and CITY's satisfaction. After this joint final inspection, CITY shall provide COUNTY written concurrence for a release of the warranty bond for the PROJECT, which concurrence shall not unreasonably be withheld. Upon receipt of CITY's written concurrence, COUNTY may release the warranty bond for the PROJECT. The obligations in this Section 8 shall survive the expiration of this AGREEMENT.

9. OWNERSHIP AND MAINTENANCE; INDEMNITY.

a. County's Obligations. After COUNTY accepts the PROJECT as complete under Section 7, COUNTY shall own and maintain the portion of the PROJECT located in COUNTY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless CITY, its governing body, officers, agents, and employees, from and against all claims, demands, suits, costs, expenses and liability for any damages, injury, sickness, or death ("Liabilities") arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in COUNTY's jurisdictional boundaries.

b. City's Obligations. After CITY accepts the PROJECT as complete under Section 7, CITY shall own and maintain the portion of the PROJECT located in CITY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless COUNTY, its governing body, officers, agents, and employees, from and against all Liabilities arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY's jurisdictional boundaries.

c. Survival. The obligations in this Section 9 are in addition to the obligations in Section 10. If there is any conflict between a PARTY's obligations in this Section 9 and the PARTY's obligations in Section 10, the conflicting obligation in this Section 9 shall prevail and govern. The obligations in this Section 9 shall survive the expiration or termination of this AGREEMENT.

10. HOLD HARMLESS.

a. Standard of Care. Nothing in this AGREEMENT is intended to affect the legal liability of any PARTY by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

- b. City's Obligations. CITY shall defend, indemnify, and hold harmless COUNTY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of CITY's performance of its obligations under this AGREEMENT.
 - c. County's Obligations. COUNTY shall defend, indemnify, and hold harmless CITY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of COUNTY's performance of its obligations under this AGREEMENT.
 - d. Survival. The obligations of this Section 10 shall survive the termination or expiration of this AGREEMENT. If there is any conflict between a PARTY's obligations in this Section 10 and the PARTY's obligations in Section 9, the conflicting obligation in Section 9 shall prevail and govern.
11. MODIFICATION. This AGREEMENT may not be modified or amended except in a writing signed by all PARTIES hereto. However, the PARTIES' authorized representatives may modify this AGREEMENT by updating Exhibit B, as described in and pursuant to Section 6(c).
12. TERMINATION. Except to the extent that this AGREEMENT expressly provides otherwise, the PARTIES may terminate this AGREEMENT only by mutual written agreement. If this AGREEMENT is terminated, CITY shall pay COUNTY for costs incurred in connection with the PROJECT up to the date of termination, in accordance with Section 6.
13. USE OF FUNDS; ACCOUNTABILITY. Funds contributed for the PROJECT shall be used solely for the PROJECT. COUNTY shall provide for strict accountability of all funds contributed for the PROJECT and, upon request by CITY, shall provide a report of all receipts and disbursements of PROJECT funds. For a period of three (3) years after the expiration of this AGREEMENT, the PARTIES shall keep and maintain accurate financial accounts, in accordance with generally acceptable accounting principles, of all funds expended on the PROJECT under this AGREEMENT. Each PARTY shall provide the other PARTY copies of those accounting records within fifteen (15) days of the requesting PARTY's written request, and shall make those records available for inspection, for the purposes of an audit of funds expended on the PROJECT under this AGREEMENT. The obligations of this Section 13 shall survive the termination or expiration of this AGREEMENT.
14. NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, express or implied, is intended to confer on any person, other than the PARTIES and their successors and assigns, any rights or remedies by reason of this AGREEMENT.
15. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of

this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but, rather, as if all PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

16. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding of the PARTIES relating to the subject matter of this AGREEMENT. No promise, representation, warranty or covenant not included in this AGREEMENT has been or is relied upon by any PARTY.
17. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts constituting but one and the same instrument. The execution of this AGREEMENT will not become effective until counterparts have been executed by both PARTIES. Faxed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.
18. NOTICES. All correspondence regarding this AGREEMENT, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one PARTY to the other:

COUNTY:

Brian Balbas, Public Works Director
255 Glacier Drive
Martinez, CA 94553-4825
Fax: (925) 313-2333

CITY:

Andrew Russell, Public Works Director
100 Civic Plaza
Dublin, CA 94568
Fax: (925) 829-9248

or to such other addresses as the COUNTY and CITY may respectively designate by written notice to the other PARTY. Notice shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail.

19. GOVERNING LAW. This AGREEMENT will be governed and construed in accordance with California law.
20. WAIVER. A waiver or breach of any covenant or provision in this AGREEMENT will not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver will be valid unless in writing and executed by the waiving PARTY.
21. SEVERABILITY. If any term or provision of this AGREEMENT is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this AGREEMENT shall be construed as not containing that term, and the remainder of this AGREEMENT shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the PARTIES' intent under this AGREEMENT.

22. ASSIGNMENT AND DELEGATION. This AGREEMENT, and any portion hereof, shall not be assigned or transferred, nor shall all or any part of a PARTY's duties be delegated, without the written consent of the other PARTY. Any attempt to assign or delegate this AGREEMENT or any part hereof without the prior written consent of the other PARTY shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.
23. FURTHER ASSURANCES. Whenever requested to do so by the other PARTY, each PARTY will execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all obligations, conveyances, transfers, and assignments under this AGREEMENT, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this AGREEMENT.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the PARTIES have each executed this AGREEMENT as of the EFFECTIVE DATE.

CONTRA COSTA COUNTY:

CITY OF DUBLIN:

By: _____
Brian M. Balbas
Public Works Director

By: _____
Linda Smith
City Manager

APPROVED AS TO FORM:
Sharon L. Anderson, County Counsel

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

By: _____
City Attorney

FIGURE 1
CAMINO TASSAJARA/TASSAJARA ROAD REALIGNMENT PROJECT

EXHIBIT "A"

CAMINO TASSAJARA/TASSAJARA ROAD REALIGNMENT PROJECT

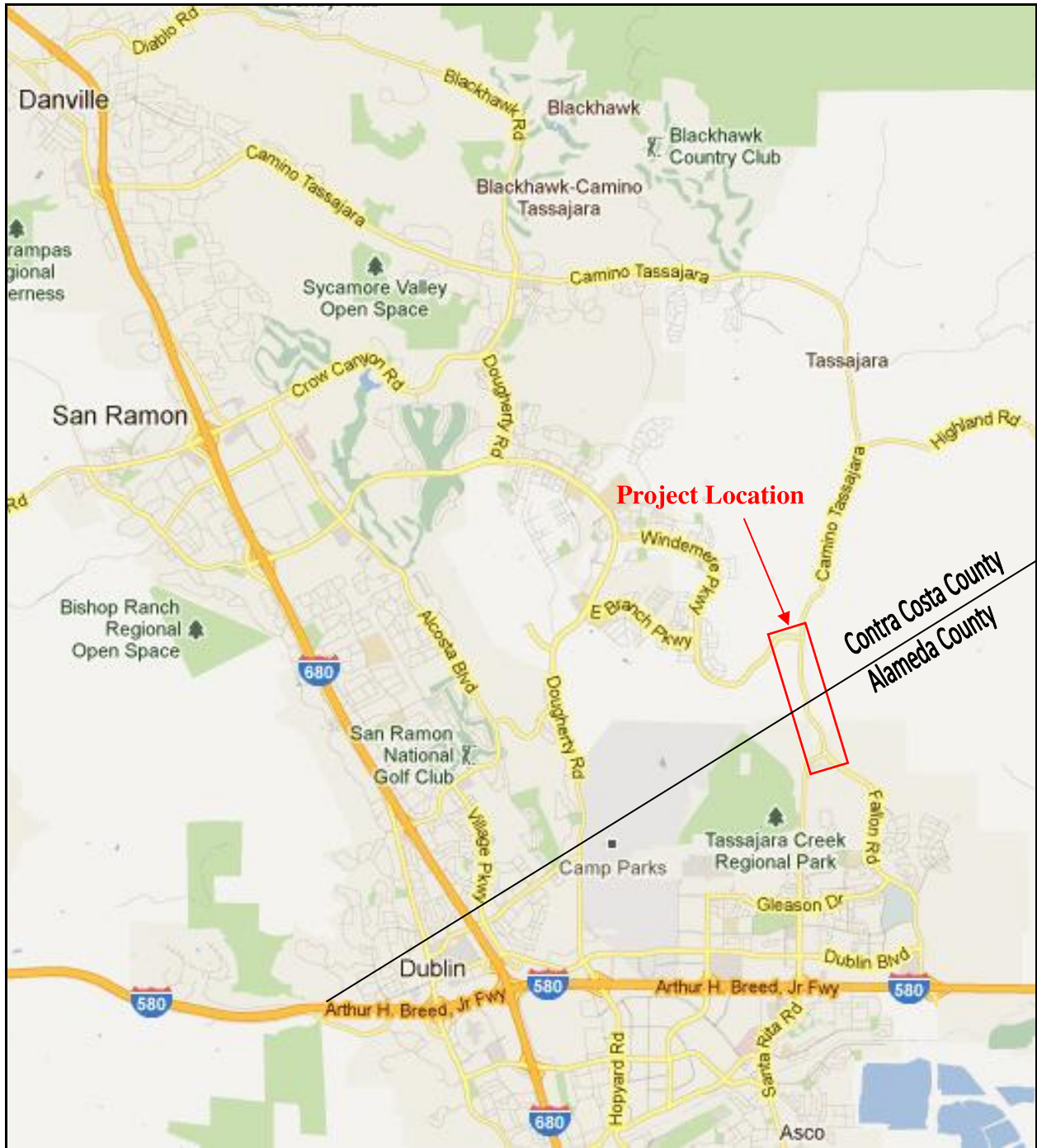


EXHIBIT "B"

Camino Tassajara/Tassajara Road Realignment Project
Palisades Drive (Dublin) to Windemere Parkway (County)

	City Budget	County Budget
Design	\$ 965,986	\$ 939,733.11
Environmental	\$ 241,497	\$ 234,933
Right-of-Way	\$ 421,200	\$ 5,864,400
Construction		
Contract Cost	\$ 7,476,136	\$ 7,272,953.90
Contract Contingency	\$ 696,297	\$ 677,373.00
Construction Management	\$ 1,225,865	\$ 1,192,549.04
Enviro Mit	\$ 1,572,737.21	\$ 1,322,338.49
Total	\$ 12,599,717	\$ 17,504,281
Grand Total	\$	30,103,998