



**AMENDMENT NO. 1
TO AGREEMENT NO. 692
BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND COUNTY OF CONTRA COSTA**

This Amendment No. 1 (“Amendment”) to Agreement No. 692 (the “Agreement”) is made and entered into as of this 9th day of June, 2026, (“Amendment Effective Date”) by and between the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Section 180000 *et seq.*, (“Authority”) with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597, and County of Contra Costa, a political subdivision of the State of California, (“County”) with its principal place of business at 1025 Escobar Street, Martinez, CA 94553. The Authority and the County are sometimes referred to in this Amendment individually as a “Party” and together as the “Parties.” Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Agreement.

1. Recitals

1.1 The Authority and County entered into the Agreement to set forth their roles and responsibilities connected with right of way acquisition for the Project. The County is responsible for Project right of way acquisition, and the Authority is responsible for paying the County for those services and related costs, fees, and expenses, all in accordance with the terms of the Agreement.

1.2 The Parties now desire to amend the Agreement to increase the not-to-exceed compensation amount by \$350,000, from \$320,000, to a new not-to-exceed compensation amount of \$670,000, due to increases in the budget allocation for negotiations/acquisition.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

2. Amendment

2.1 Payment Limit. The final sentence in Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following new final sentence, to read:

“Total payments to County shall not exceed \$670,000 unless authorized by CCTA in writing.”

2.2 Attachment 1 Budget. Attachment 1 to the Agreement is deleted and replaced with Attachment 1 (Amendment 1), attached hereto, reflecting that the budget allocation for NEGOTIATIONS/ACQUISTION is increased by \$350,000, from \$45,000, to a new allocation of \$395,000, for a new total not-to-exceed budget amount of \$670,000.

2.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain unchanged and in full force and effect and shall govern the actions of the Parties. From and after the Amendment Effective Date, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

2.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

2.5 Counterparts. This Amendment No. 1 may be executed in counterparts that, when taken together, constitute one and the same instrument.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO AGREEMENT NO. 692
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AND COUNTY OF CONTRA COSTA**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the Amendment Effective Date.

CONTRA COSTA TRANSPORTATION
AUTHORITY

COUNTY OF CONTRA COSTA

By: _____
Darlene Gee
Chair

By: _____
Diane Burgis
Chair, Board of Supervisors

ATTEST:

Recommended to the County Board of
Supervisors for Approval:

By: _____
Tarienne Grover
Clerk of the Board

I hereby certify that this is a true and correct
copy of an action taken and entered on
the minutes of the Board of Supervisors on the
date shown.

APPROVED AS TO FORM AND LEGALITY:

By: _____
REDWOOD PUBLIC LAW, LLP
Authority Counsel

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Warren Lai
Public Works Director

Approved as to Form:
Thomas L. Geiger, County Counsel

By: _____
Stephen Siptroth
Assistant County Counsel

**Contra Costa Transportation Authority
Historical Summary of Agreement
Agreement No. 692**

| Date | Agreement Amendment | Amount of Amendment | Total Agreement Amount | Description |
|-------------|----------------------------|----------------------------|-------------------------------|--|
| 4/17/2024 | Original Agreement | N/A | \$320,000 | Original agreement for this project. Appraisal review; negotiations; land rights document preparation; right of way acquisition; relocation; and/or supervision of independent contractors providing such services; condemnation and related work as required and supported by law (all of which constitute "Services"). |
| 6/9/2026 | Amendment No. 1 | \$350,000 | \$670,000 | To provide compensation to the county for the ROW acquisition. |

ATTACHMENT 1 (Amendment 1)

Project: I680/HY 4 Interchange Project Phases 1, 2A & 4

The payment limit as set forth in Attachment 1 of the Agreement is increased by \$350,000 from \$45,000 to a new Payment Limit of \$670,000. This increase is based on the following budget allocation.

Right of Way Services

| | |
|--------------------------|------------------|
| ADMINISTRATION | \$165,000 |
| APPRAISAL SUPPORT | \$ 25,000 |
| NEGOTIATIONS/ACQUISITION | \$350,000 |
| CONDEMNATION SUPPORT | <u>\$ 35,000</u> |
| RELOCATION SUPPORT | \$ 20,000 |
| COUNTY COUNSEL SUPPORT | <u>\$ 30,000</u> |
| TOTAL | \$670,000 |