

**AGREEMENT NO. 761  
BETWEEN  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
CONTRA COSTA COUNTY  
FOR  
THE EXCHANGE OF STATE TRANSPORTATION IMPROVEMENT PROGRAM FUNDS  
AND MEASURE J FUNDS**

This Agreement No. 761 is made and entered into as of this \_\_\_ day of June, 2026 (Agreement), by and between the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code section 18000 *et seq.*, with its principal place of business at 2999 Oak Road, Suite 100, Walnut Creek, CA 94597 (Authority), and Contra Costa County, a political subdivision of the state of California, with its principal place of business at 1025 Escobar Street, Martinez, CA 94553 (County). The Authority and County are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**RECITALS**

A. The I-80 San Pablo Dam Road Interchange Reconstruction Project – Phase II (Project 7002) (hereinafter referred to as “Authority Project”) is an identified Measure J project that is a high priority to the City of San Pablo, the County, and the west subregion of Contra Costa County.

B. San Pablo Dam Road is a gateway to the City of San Pablo and a major thoroughfare for the unincorporated area of El Sobrante in Contra Costa County.

C. Interstate I-80 is a major freight route that serves the Bay Area connecting the Port of Oakland and the Sacramento region and beyond.

D. The San Pablo Dam Road overcrossing represents a choke point on I-80 as it does not meet current vertical clearance standards and is the site of major collisions in the region resulting in fatalities and injuries, above the Statewide average.

E. The Authority Project is expected to be ready for construction in June 2027 but requires additional funding to proceed with that phase of the Project.

F. The Authority will apply for State funds from Senate Bill 1 (SB1) in November 2026 and must demonstrate the commitment of local matching funds for the Authority Project to be eligible to apply for and advance the Authority Project to construction.

G. The County wishes to assist the Authority in advancing the construction of the Authority Project due to the significance of this route to the unincorporated area of El Sobrante and overall traffic within and outside of the County.

H. The Pacheco Blvd Realignment and Widening project (Project 24003) (“County Project”) has \$8.3 million in Measure J funds programmed in FY 2029-30 and FY 2030-31 in the Authority’s adopted 2025 Measure J Strategic Plan.

I. The Authority desires to commit to ensuring the California Transportation Commission (CTC) programs \$9.13 million of 2028 State Transportation Improvement Program (STIP) funding that Authority would otherwise receive and that County would not otherwise receive, in exchange for \$8.3 million of Measure J funds currently programmed for the County Project being reallocated for the Authority Project, as more specifically set forth below.

J. This fund exchange will allow the Authority to demonstrate the commitment of \$8.3 million in local matching funds for the Authority Project, while ensuring continued funding for the County Project utilizing the Authority’s share of 2028 STIP funds, or such other funds Authority may provide County in the event \$9.13 million in STIP funding is not programmed to the County Project in FY 2029-30.

## **AGREEMENT**

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### SECTION I

The Authority Agrees:

1. To notify the County, in writing, about the outcome of the Authority’s application for SB1 funds for the Authority Project within 10 days after receiving a decision on the application, but, in any case, not later than October 31, 2027.

2. If the Authority is successful in securing SB1 funds for the Authority Project, to perform such actions necessary to cause the California Transportation Commission (CTC) to program a total of \$9.13 million of the Authority’s 2028 STIP funds to the County Project. If the CTC programs less than \$9.13 million in 2028 STIP funds to the County Project, Authority shall be responsible for providing the difference in other unrestricted funds to County to ensure a total of \$9.13 million is programmed to the County Project.

3. To utilize \$8.3 million in Measure J funds previously programmed to the County

Project for the Authority Project, contingent upon the CTC awarding SB1 funds to the construction phase of the Authority Project.

## SECTION II

The County Agrees:

1. Authority may utilize \$8.3 million in Measure J funds previously programmed in the 2025 Measure J Strategic Plan for the County Project, for the Authority Project provided that the Authority is awarded SB1 funds for the construction phase of the Authority Project.

2. To follow the STIP rules for allocation and expenditure of the STIP funds, as promulgated by the CTC, following the programming of the \$9.13 million in 2028 STIP funds for the County Project by the CTC.

## SECTION III

It is Mutually Agreed:

1. The term of this Agreement shall commence on June \_\_\_\_, 2026. This Agreement shall terminate: (a) immediately upon written notice from the Authority that it was unsuccessful in securing SB1 funds for the Authority Project, which for purposes of this Agreement means that the Authority receives either no award of SB1 funds or an award of SB1 funds in an amount insufficient to fully fund the Authority Project; or (b) on October 31, 2027, if Authority has not provided any written notice to County regarding the outcome of Authority's SB1 funding application. If the Authority provides timely written notice to County that it was successful in securing SB1 funds, this Agreement shall terminate: (a) on the date on which \$9.13 million in 2028 STIP funds are programmed by the CTC for the County Project, or (b) if the amount of 2028 STIP funds programmed by the CTC for the County Project is less than \$9.13 million, on the date Authority provides the additional funds to the County required under Section I.2, above.

2. This Agreement shall bind and benefit the Parties hereto and their heirs, successors, and assigns; provided, however, neither Party may assign this Agreement without the advance written approval of the other Party.

3. The Parties agree to do all such things, take all such actions, and make, execute, and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

4. This Agreement may not be changed, modified, or rescinded except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be

void and of no effect.

5. All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a Party shall send or deliver all such communications relating to this Agreement to the following addresses:

Hisham Noeimi, Director, Programming  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

Stephen Kowalewski, PE, MBA  
Chief Deputy Director  
Contra Costa County Public Works  
255 Glacier Drive  
Martinez, CA 94553

6. This Agreement is the entire agreement between the Parties relating to the subject matter of this Agreement. The Parties acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement.

7. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

8. No waiver by either Party of any default or breach of any covenant by the other Party shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default

specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving Party.

9. The laws of the State of California shall govern all questions with respect to the construction of this Agreement and the rights and liability of the Parties.

10. The Parties' signatories represent and warrant that they are authorized to execute this Agreement.

11. This Agreement may be executed in counterparts each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AGREEMENT NO. 761  
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND CONTRA COSTA COUNTY**

IN WITNESS WHEREOF, the Parties have entered into this Agreement No. 761 as of the \_\_\_ day of June 2026.

CONTRA COSTA TRANSPORTATION  
AUTHORITY

CONTRA COSTA COUNTY

By: \_\_\_\_\_  
Darlene Gee  
Chair

By: \_\_\_\_\_  
Warren Lai  
Public Works Director

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Redwood Public Law, LLP  
Authority Counsel

By: \_\_\_\_\_  
Liliana Garcia  
Deputy County Counsel