

WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And COUNTY OF CONTRA COSTA
For TECHNICAL ASSISTANCE FOR TRANSIT-ORIENTED COMMUNITIES PLANNING

THIS AGREEMENT is made and entered into as of March 24, 2025, by and between the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called “MTC”), and County of Contra Costa (herein called “Recipient”).

WITNESSETH

WHEREAS, MTC has entered or will enter into a professional services agreement with a consultant (herein called “Consultant”) under which Consultant will develop plans and policies necessary for compliance with MTC’s Transit-Oriented Communities (“TOC”) Policy as detailed in the application for the 2024 Transit Oriented Communities Planning and Implementation grant call submitted by Recipient to MTC (“Project”);

WHEREAS, MTC will require Consultant to name Recipient as an indemnitee and additional insured in its professional services agreement with Consultant;

WHEREAS, Recipient will be receiving technical assistance from Consultant for the Project;

WHEREAS, the parties wish to define Recipient’s obligations to MTC respecting waiver of claims and indemnity;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 WAIVER OF CLAIMS AGAINST MTC

Recipient waives all claims by Recipient, its directors, supervisors, officers, employees, or agents against MTC, its commissioners, officers, and/or employees for damages, loss, injury and/or liability, direct or indirect, resulting from Recipient’s participation in the Project and/or the services provided to Recipient by the Consultant under contract to MTC. Recipient’s waiver shall not apply to liability arising from and caused by the gross negligence or willful misconduct of MTC, its commissioners, officers, and/or employees.

2.0 INDEMNIFICATION AND DEFENSE

Recipient agrees to indemnify, hold harmless and defend MTC, its commissioners, officers, and employees from any and all third party claims, demands, lawsuits, liability, loss, damages, injury and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), resulting from or in connection with provision of services to Recipient by the Consultant under contract with MTC, to the extent such claims, demands, etc. are not covered by the Consultant’s indemnification of MTC in the Consultant’s contract with MTC. Recipient’s indemnification obligation shall not apply to liability arising from and caused by the gross negligence or willful misconduct of MTC, its commissioners, officers, agents, and employees. MTC shall provide to Recipient a copy of the applicable professional services agreement with Consultant Agreement upon request.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

COUNTY OF CONTRA COSTA

METROPOLITAN TRANSPORTATION
COMMISSION

John Kopchik, Director
Department of Conservation and Development

Tony Dang, Director, Sustainable Mobility