

**AGREEMENT NO. 732**  
**BETWEEN**  
**THE CONTRA COSTA TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF HERCULES**  
**GOVERNING ADMINISTRATION OF FEDERAL FUNDING FOR**  
**HERCULES HUB PROJECT**

This Agreement No. 732 (Agreement) is entered into on the \_\_\_ day of October 2025 between the Contra Costa Transportation Authority (AUTHORITY), a public agency in the State of California, and the City of Hercules, a California municipal corporation ("CITY"). AUTHORITY and CITY may be individually referred to as a "PARTY" or collectively as "PARTIES."

**RECITALS**

1. The Hercules Rail Station, Measure J Project No. 4001, is an approved project identified in the Measure J Expenditure Plan. The original project concept has been expanded beyond intercity rail service and now encompasses access for additional alternative modes of public transportation. CITY has undertaken planning, design, and construction of what is now known as the Hercules Hub Project ("PROJECT"), which includes infrastructure for trains, buses, related public improvements, and the potential for other modes (e.g. ferry).
2. The PROJECT has been evaluated pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA); the CITY and the Federal Transit Administration (FTA) completed a Final Environmental Impact Report (State Clearinghouse Number 2009112087) and a Final Environmental Impact Statement in 2011.
3. CITY is advancing PROJECT into the design phase and continues to identify potential funding sources for PROJECT.
4. CITY was awarded a Fiscal Year 2024 Congressional Earmark grant of \$850,000 for the Hercules Hub – Multi-modal Transportation Station ("EARMARK") from the FTA.
5. CITY is not eligible to be a direct recipient of EARMARK pursuant to federal legislation and must receive EARMARK via a designated recipient, such as AUTHORITY.

6. AUTHORITY wishes to assist CITY by passing through the EARMARK from FTA to CITY.
7. The purpose of this AGREEMENT is to set forth the terms and conditions under which the PARTIES will ensure the EARMARK is transferred to CITY for implementation of PROJECT.

Now, therefore, in consideration of the mutual covenants contained herein, the PARTIES hereto agree as follows:

### **SECTION I – AUTHORITY OBLIGATIONS**

#### **AUTHORITY AGREES:**

- A. AUTHORITY will serve as the recipient of the EARMARK from the FTA.
- B. AUTHORITY will submit requests for reimbursements received by CITY to FTA within sixty (60) days of receipt, provided CITY requests for reimbursement comply with the requirements set forth in Section II below.
- C. Following FTA payment to AUTHORITY of EARMARK funds requested by CITY, AUTHORITY shall reimburse CITY within thirty (30) calendar days.
- D. AUTHORITY will provide CITY with a detailed invoice for expenses incurred by AUTHORITY for its EARMARK administration services described in this AGREEMENT. Authorized expenses include staff time and any hard costs associated with submitting CITY's requests for reimbursement to FTA.

### **SECTION II – CITY OBLIGATIONS**

#### **CITY AGREES:**

- A. CITY will submit to AUTHORITY quarterly written requests for reimbursement documenting actual costs incurred in carrying out PROJECT. Requests for reimbursement shall be completed in accordance with all FTA requirements detailing costs incurred by vendor and proof of payment, among other requirements.
- B. CITY is responsible for meeting all FTA requirements of EARMARK.

- C. CITY is responsible for any cost increases on PROJECT and any match required for EARMARK, or any disallowed costs for reimbursements.
- D. CITY will reimburse AUTHORITY for actual costs incurred in administering EARMARK within thirty 30 days of receipt of AUTHORITY's quarterly invoice.
- E. In the event this AGREEMENT is terminated, CITY shall reimburse AUTHORITY for actual costs incurred in administering EARMARK up to the time of termination in accordance with the requirements set forth in Section II.A above.
- F. Upon written request, CITY shall allow AUTHORITY to audit all EARMARK reimbursement request expenditures for three (3) years following reimbursement.
- G. CITY shall indemnify, defend and hold harmless AUTHORITY, its Commissioners, directors, officers, representatives, agents, employees, contractors and volunteers from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any third party challenge to this Agreement.

### **SECTION III – MISCELLANEOUS TERMS**

#### **IT IS MUTUALLY AGREED:**

- A. The term of this Agreement shall commence on **November 1, 2025**. This Agreement shall terminate on that date which is 120 days following AUTHORITY reimbursement of the full amount of EARMARK to CITY.
- B. This Agreement shall bind and benefit the PARTIES hereto and their heirs, successors, and permitted assigns.
- C. The PARTIES agree to do all such things and take all such actions, and to 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.
- D. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

- E. 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. Unless and until notified otherwise in writing, a PARTY shall send or deliver all such communications relating to this Agreement to the following addresses:

**AUTHORITY:**

Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
Attn: Hisham Noeimi  
Director, Programming  
925-256-4731  
[hnoeimi@ccta.net](mailto:hnoeimi@ccta.net)

**CITY:**

City of Hercules  
111 Civic Drive  
Hercules, CA 94547  
Attn: Glenn Dombeck  
Director of Public Works  
510-799-8241  
[gdombeck@herculesca.gov](mailto:gdombeck@herculesca.gov)

- F. 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.
- G. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of the PARTIES to enter into or carry out, such declaration 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.
- H. 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.

- I. 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.
- J. The PARTIES represent and warrant that they are authorized to execute this Agreement.
- K. This Agreement may be executed in counterparts.

**[Signatures on Next Page]**

**SIGNATURE PAGE FOR AGREEMENT NO. 732  
BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND CITY OF HERCULES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement No. 732 as of the  
\_\_ day of October 2025.

CONTRA COSTA TRANSPORTATION  
AUTHORITY

CITY OF HERCULES

By: \_\_\_\_\_  
Aaron Meadows  
Chair

By: \_\_\_\_\_  
Dante Hall  
City Manager

ATTEST:

By: \_\_\_\_\_  
Tarienne Grover  
Clerk of the Board

By: \_\_\_\_\_  
Eibleis Melendez  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Fennemore LLP  
Authority Counsel

By: \_\_\_\_\_  
Christie Crowl  
City Attorney