

**FUNDING AGREEMENT  
BETWEEN THE EAST BAY REGIONAL PARK DISTRICT  
AND CONTRA COSTA COUNTY  
FOR THE CLARK ROAD RESURFACING PROJECT  
IN EL SOBRANTE, CA**

This Funding Agreement, hereinafter referred to as "AGREEMENT", is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025 ("EFFECTIVE DATE"), by and between the East Bay Regional Park District, hereinafter referred to as "EBRPD," and Contra Costa County, hereinafter referred to as "COUNTY". EBRPD and COUNTY are sometimes referred to herein together as the "Parties" and each as a "Party."

**RECITALS**

- A. WHEREAS, the COUNTY and EBRPD desire to improve the condition of the road surface of Clark Road in the El Sobrante area of unincorporated Contra Costa County between the City of Richmond limits and approximately 85 feet north of Jana Vista Road.
- B. WHEREAS, EBRPD has expressed willingness to contribute funds towards improving the road surface of Clark Road as a one-time contribution.
- C. WHEREAS, COUNTY has expressed willingness to accept Clark Road as a public facility.
- D. WHEREAS, the Clark Road Resurfacing project, hereinafter referred to as "PROJECT," will provide resurfacing on Clark Road between the City of Richmond limits to approximately 85 feet north of Jana Vista Road in the El Sobrante area of unincorporated Contra Costa County. A PROJECT map is attached as Exhibit "A".
- E. WHEREAS, EBRPD is willing to provide a portion of the PROJECT funding, and COUNTY will accept that funding, under the terms of this AGREEMENT.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

**Funding Agreement for the Clark Road Resurfacing Project**

SECTION I

EBRPD AGREES:

1. That its General Manager, or designee, will process a reimbursement to COUNTY for actual expenses that the COUNTY incurs related to the PROJECT up to, but not to exceed, ONE HUNDRED THIRTEEN THOUSAND and 00/100 DOLLARS (\$113,000), within thirty (30) days after the COUNTY accepts the PROJECT as complete.

SECTION II

COUNTY AGREES:

1. Accept Clark Road from the City of Richmond limits to approximately 85 feet north of Jana Vista Road into the COUNTY Road Network.
2. To implement the PROJECT, including but not limited to consultant selection, the development of consultant services agreement, administration of the contract, final review of the work product, and disseminating work products as required.
3. After COUNTY accepts the PROJECT as complete, COUNTY shall own and maintain the portion of the PROJECT located in COUNTY's jurisdictional boundaries and shall assume responsibility for that portion of the PROJECT.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The term of this AGREEMENT begins on the EFFECTIVE DATE, and it expires upon the satisfaction of the Parties' obligations under Section I and Section II, above.
2. 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. EBRPD's Obligations. EBRPD 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 EBRPD's performance of its obligations under this AGREEMENT.
  - c. COUNTY's Obligations. COUNTY shall defend, indemnify, and hold harmless EBRPD, and its governing body, officers, agents, and employees, from and against that

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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 III.2 shall survive the termination or expiration of this AGREEMENT.
3. Notices regarding this AGREEMENT shall be given (a) by personal delivery, (b) by First Class U.S. Mail, postage prepaid, or (c) by overnight carrier for next business day delivery, and addressed to:

To EBRPD:  
EBRPD Operations Division  
Attn. Assistant General Manager  
P. O. Box 5381  
Oakland, CA 94605-0381

To COUNTY:  
Public Works Department, Transportation Engineering  
Attn. Assistant Public Works Director  
255 Glacier Drive  
Martinez, CA 94553

A notice shall be deemed given on the day it is personally delivered, on the fifth day after mailing, or on the next business day following the date it is deposited with an overnight carrier for next business-day delivery.

4. This AGREEMENT contains the entire agreement between the Parties with regard to matters described in this AGREEMENT and supersedes all prior agreements, whether written or oral, between the Parties with respect to such subject matter.
5. This AGREEMENT shall be interpreted and enforced under the laws of the State of California.
6. If any provision of this AGREEMENT shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
7. This AGREEMENT may not be modified or amended except in a writing signed by both Parties hereto.
8. 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,

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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. The recitals of this AGREEMENT are, and shall be enforceable as, a part of this AGREEMENT.

9. Unless expressly stated herein, nothing in this AGREEMENT 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.
10. A waiver of breach of any covenant or provision in this AGREEMENT shall not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving party.
11. The sole remedy for violation of this AGREEMENT shall be the specific performance of this AGREEMENT.
12. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.
13. In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs, and expenses.

[Signatures on the following page]

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

CONTRA COSTA COUNTY

EAST BAY REGIONAL PARK DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Warren Lai  
Public Works Director

Sabrina Landreth  
General Manager

APPROVED AS TO FORM:  
Thomas L. Geiger  
County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
East Bay Regional Park District  
District Counsel

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**Exhibit A**

PROJECT MAP

