

**FUNDING AGREEMENT
BETWEEN THE CITY OF WALNUT CREEK
AND CONTRA COSTA COUNTY
FOR THE 2025 UNSIGNALIZED PEDESTRIAN CROSSING IMPROVEMENTS
IN WALNUT CREEK, 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 City of Walnut Creek, hereinafter referred to as "CITY," and Contra Costa County, hereinafter referred to as "COUNTY". CITY and COUNTY are sometimes referred to herein together as the "Parties" and each as a "Party."

RECITALS

- A. WHEREAS, the COUNTY and CITY desire to enhance the crosswalk across Oak Road at Kingston Place. The eastern and western portions of the crosswalk are located in COUNTY and CITY jurisdictions, respectively.
- B. WHEREAS, COUNTY has expressed willingness to contribute funds towards enhancing the crosswalk as a one-time contribution for construction of the PROJECT.
- C. WHEREAS, the 2025 Unsignalized Pedestrian Crossing Improvements project, hereinafter referred to as "PROJECT," will provide crosswalk enhancements across Oak Road at Kingston Place, including a rectangular rapid flashing beacon (RRFB) system and appurtenant striping and signage. The PROJECT plans are attached as Exhibit "A" and the crosswalk across Oak Road at Kingston Place is shown on Sheet C2.
- D. WHEREAS, COUNTY is willing to provide a portion of the PROJECT funding, and CITY 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 2025 Unsignalized Pedestrian Crossing Improvements

SECTION I

COUNTY AGREES:

1. To process a reimbursement to CITY for actual expenses that the CITY incurs related to the PROJECT, not to exceed THIRTY THOUSAND and 00/100 DOLLARS (\$30,000), within ninety (90) days after the CITY provides COUNTY written notice that the CITY has accepted the PROJECT as complete.

SECTION II

CITY AGREES:

1. CITY shall act as the lead agency for the PROJECT for purposes of the California Environmental Quality Act ("CEQA"), and it shall complete all appropriate environmental review under CEQA, as determined by CITY, prior to advertising for bids for the PROJECT.
2. For that portion of the PROJECT within COUNTY's jurisdiction, CITY shall perform all engineering and design work to the satisfaction of COUNTY, in accordance with COUNTY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications. COUNTY shall have approval authority over the PROJECT design for that portion of the PROJECT within the COUNTY's jurisdiction.
3. CITY shall implement the PROJECT, including but not limited to contractor selection, award and administration of the contract, final review of the work product, and disseminating work products as required.
4. CITY shall require its PROJECT construction contractor to indemnify, defend, and hold harmless COUNTY to the same extent that the contractor is required to indemnify, defend, and hold harmless CITY.
5. Upon completion of PROJECT construction, as determined by CITY, CITY and COUNTY representatives shall conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. Following the joint final inspection CITY's City Council shall consider accepting the PROJECT as complete. Within thirty (30) days after CITY accepts the PROJECT as complete, COUNTY's Board of Supervisors shall consider accepting the portions of the PROJECT in the COUNTY as complete, which acceptance shall not be unreasonably withheld. After CITY accepts the PROJECT as complete, CITY shall provide COUNTY copies of all as-built drawings for the PROJECT improvements.

SECTION III

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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. After CITY and COUNTY each accept the PROJECT as complete, each of COUNTY and CITY shall own the portion of the PROJECT located within its respective jurisdictional boundaries. CITY shall maintain the PROJECT in both the CITY and COUNTY jurisdictions. Maintenance of the PROJECT includes any routine work to ensure the proper operation of the PROJECT improvements including replacement of striping, signage, delineators, and electronic components. For any major reconstruction or replacement work, the COUNTY and CITY shall each separately be responsible for the costs of the improvements within their respective jurisdictions.
3. **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. COUNTY's Obligations. COUNTY shall defend, indemnify, and hold harmless CITY, and its governing body, officers, agents, and employees, from and against that portion of any claims, demands, penalties, damages, fees, costs, expenses, and liabilities (collectively, "Liabilities") related to or arising out of COUNTY's performance of its obligations under this AGREEMENT.
 - c. CITY's Obligations. CITY 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 CITY's performance of its obligations under this AGREEMENT.
4. Survival. The obligations of Section III.2 and III.3 shall survive the termination or expiration of this AGREEMENT.
5. 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 CITY:

Public Works Department, Traffic Engineering Division
Attn. Public Works Director
1666 North Main Street
Walnut Creek, CA 94956

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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.

6. 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.
7. This AGREEMENT shall be interpreted and enforced under the laws of the State of California.
8. 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.
9. This AGREEMENT may not be modified or amended except in a writing signed by both Parties hereto.
10. 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, 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.
11. 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.
12. 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.
13. The sole remedy for violation of this AGREEMENT shall be the specific performance of this AGREEMENT.

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14. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.
15. 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]

Funding Agreement for the 2025 Unsignalized Pedestrian Crossing Improvements

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

CONTRA COSTA COUNTY

CITY OF WALNUT CREEK

By: _____

By: _____

Warren Lai
Public Works Director

Dan Buckshi
City Manager

APPROVED AS TO FORM:
Thomas L. Geiger
County Counsel

APPROVED AS TO FORM:

By: _____

By: _____

City Attorney

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